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Current Topics.

Sir Harry Eve: Law Society's Tribute.

WE desire to record the following resolution which was passed unanimously at a recent meeting of the Council of The Law Society and respectfully to associate ourselves with the hope expressed at the conclusion. It was resolved: "That the Council have observed with very great regret the announcement that Sir HARRY EVE has retired from the Bench. They have regarded him for many years as a specially distinguished member of the Judicature who has rendered remarkably valuable services to the public. They desire at this time also to record their gratitude to Sir HARRY EVE for the many and unostentatious acts of kindness which he has rendered to his own profession, and particularly to The Law Society and to the provincial law societies and their members. There has never been a more welcome friend at their meetings, and Sir HARRY EVE'S presence has been deeply appreciated there. The Council desire in this manner to record their sense of the great public services which Sir HARRY EVE has rendered, their pleasure that he has been appointed a member of His Majesty's Privy Council, and their hope that for many years to come he may be spared to enjoy his well earned leisure."

Young Delinquents.

IN the course of a recent speech, LORD HEWART made reference to the remarkable change which has taken place in the past half-century in the courts in the direction of humanity, and to the great development in human temper in dealing with persons said to be criminals. Particular emphasis was laid upon the change which is observable in the manner in which young offenders are dealt with. It might be (it was said) that, as some claimed, the tendency to take care of the young had gone too far, but after all there could not be a more grave or appalling problem. In the Court of Criminal Appeal, the speaker continued, it was often revealed that a matured man, sometimes a grey-headed man, who was charged with a very serious offence had been first sent to prison when he was under the age of sixteen years. That was a system not so much for the punishment of crime as for the manufacture of criminals. Allusion was made to difficulties experienced in finding employment by an honest man with a clean record—difficulties which were much greater for a man whose only reference was the prison governor. Too much could not be done to save the young from the association and contamination of crime. Once a boy entered prison and mixed with those with whom he must mix, his chances of a decent life were definitely diminished. The learned Lord Chief Justice did not think that all who were concerned with the administration of the criminal law in police courts, quarter sessions and in the Court of Criminal Appeal could exert themselves too much to save, if they could, the young offender from going to prison for the first time. Patience and perhaps a little imagination were often necessary, and sometimes the expedient of probation. Let them not think, the speaker concluded, that too much was being done, or could be done, to save the young from a life of crime.

Parking Restrictions: Minister's Explanation.

THE Minister of Transport's proposal to ban parking has raised a storm of protest, but a none the less real if less vociferous undercurrent of approval is now beginning to emerge. An unbiased view of the proposals suggests that a distinction should be drawn and kept in mind between the ultimate elimination of the official car-park in favour of the garage provided by private enterprise or in response to the increased powers conferred on local authorities by the Restriction of Ribbon Development Act, 1935, on the one hand, and the progressive discouragement in the light of facilities available of what may for want of a better term be described as casual parking. On the first point we may reiterate our suggestion that motorists will have little cause of complaint and will indeed ultimately gain by the provision of facilities now hopelessly inadequate with the observation that the existing utilisation of squares often of considerable charm for the parking of vehicles can hardly be regarded as justifiable except as a temporary solution of the problem. Mr. HORE-BELISHA'S statement in the House of Commons on Monday should go some way to mitigate apprehensions on the second point. "Apart from such waiting as is necessary for the immediate purposes of taking up and setting down at houses or shops," he said, "the question of whether and for how long leaving a car on the public highway not appointed as a parking place constitutes an obstruction is, under long established law, to be determined with reference to the

particular circumstances of each individual case, and there is no proposal to amend the general law in this matter." Any proper solution of the problem involves due regard being paid to the right of passage vested in the public, to the interests of frontagers both as regards means of access to and reasonable enjoyment of their premises, and to the needs of motorists for adequate parking facilities. If the last takes the form not ineptly described in a recent letter to *The Times* as "a claim to this convenient right of free garage—in truth one might misname it as an easement" it must be regarded on any reasonable view as resting on more slender foundations than the second factor alluded to, while both are, of course, subservient to the right of passage vested in the public. Apart from such general aspects of the problem, it may be noted that the Minister has repudiated the rather idiotic suggestion that it is his purpose to drive the owner-driver off the streets and has indicated his intention of giving the expedient of unilateral parking, which he says has been tried experimentally and not proved entirely satisfactory, further examination; while the policy of non-intervention, if it may be so described, was elucidated by Captain HUDSON in the House of Commons on Wednesday, when he said that the Minister had made clear his desire to see that adequate parking was provided on the streets but that he could not deal with the question of obstruction by leaving cars in the street, which was a matter which must be dealt with on its merits by the police.

Road Accident Statistics.

SPEAKING against a motion to reduce by £100 a sum of £142,000 in respect of the Ministry of Transport, included in a Vote on Account for £175,660,000, Mr. HORE BELISHA referred, in the House of Commons on Wednesday, to an analysis of road accidents which he has just received and which he described as the most elaborate hitherto compiled. It contained particulars of 100,000 accidents, fatal and non-fatal, and certainly confirmed the principles recommended to highway authorities in the memorandum on the construction and layout of roads. The analysis, he said, revealed that over forty out of every 100 accidents occurred at junctions. While reflection upon this figure would doubtless inspire all with an added care as they negotiated such places, it would serve to indicate to the highway authorities how desirable it was that the proposal in the memorandum to reduce the number of such intersections on new roads to a minimum and on main traffic routes to space them not less than a quarter of a mile apart, should be observed. The memorandum further enjoined that major traffic routes should, where practicable, be rendered completely independent of local roads by being carried over or under them by bridges or subways. Where this was not practicable it prescribed staggered crossings or roundabouts. Forty out of every 100 of those 100,000 accidents were due to collisions between moving vehicles, whether mechanically propelled vehicles or bicycles, 4,000 of them being head-on. A further thirty out of every 100 were collisions between vehicles and pedestrians. It was clear that the safety of each separate class of road user could best be secured by a separate track for each on the lines that the memorandum recommended, and that there should in particular be physical barriers to prevent the pedestrians from straying onto the carriageway at points which were not selected for crossings. The Minister appealed to all local authorities to make progress with the institution of guard rails. It was not a matter in which they could afford to delay. Four thousand six hundred of these accidents were collisions between a moving and a stationary vehicle; 3,700 of the accidents occurred in circumstances in which movement was masked by a vehicle or object. Such figures, he urged, moreover, reinforced the paragraph in the memorandum which said that the parking of cars on the highway should be discouraged and provision for the purpose made on land which did not form part of the highway.

Income Tax: Compromising Claims.

DURING the hearing of a recent case in the Chancery Division BENNETT, J., questioned the legality of the Income Tax Commissioners' compromising claims. It was, the learned judge said, of importance to know who the persons were who could say to a company "You are relieved of part of your income tax." The Commissioners in that case, it was intimated, were giving up a claim against a taxpayer to the extent of £120, with the possible result that some other taxpayer might have to pay more. In response to counsel's statement that the Commissioners did compromise claims, the learned judge said that he wanted to know what authority they had to free a taxpayer from his liability. Had Parliament given them power to do so? The matter is further best alluded to in *oratio recta* following the report in *The Times*: "Counsel: [Parliament] has given them power to collect the tax. His Lordship: Yes, but has it given them power to remit it as regards a particular individual? Parliament may have given someone this power. If not I think Parliament only has the right to say so. I don't care how many times it has been done. There is an important point of principle involved. Counsel: The practice of compromising these claims had never been challenged before. His Lordship: It is challenged now. When Parliament says that a taxpayer must pay, can anyone except Parliament say that he need not?" It was suggested by counsel that taxation was payable to the Crown, and the Crown must have power to remit it, but the learned judge expressed doubt on the point.

The Preservation of Rural Cottages.

SOLICITORS are among those mentioned in a circular (No. 1602) recently issued by the Ministry of Health as suitable recipients of a folder which, with a poster and booklet, is shortly to be sent to the relevant local authorities in order to give publicity to the facilities available under the Housing (Rural Workers) Acts, 1926 and 1931. A report of the Central Housing Advisory Committee drew attention to the excellent results obtained in areas where wide publicity had been given to these facilities and suggested that the Minister of Health might be recommended to consider the preparation of an attractive illustrated pamphlet calling attention to them and stressing the use which might be made of them in connection with the relief of overcrowding by making it possible to enlarge small cottages. According to the circular it is thought that these publications will be ready shortly after Easter and the Minister expresses the hope that the local authorities concerned will be willing to co-operate with him by undertaking to distribute them in their respective areas. Provision has been made in the first instance to meet an average demand of about 500 posters and 2,500 leaflets for each administrative county. The booklet will not be available in such large numbers, as it will not be for general distribution but only for the use of *bona fide* inquirers. It is thought that county councils administering the Acts will wish to act in close co-operation with rural district councils and *vice versa*.

Public Health Act, 1936: New Circular.

THE Minister of Health has recently caused to be sent to local authorities a further communication (Circular N. 1597, H.M. Stationery Office, price 2d.) in regard to changes in the law effected by the Public Health Act, 1936, which comes into operation next October. A previous circular (No. 1576) on the same Act was dealt with in our issue of 14th November last. The new publication is, perhaps, of rather less general interest than the former, and its contents must be alluded to with some brevity. Attention is drawn to the provisions of s. 2 (4) of the Act, whereby notice must be given to riparian authorities concerned of any proposal to make an order constituting a port health district so that they may have an

opportunity of objecting before the form of order is finally settled. Important changes have been introduced in the existing statutory provisions regarding joint boards, including joint hospital boards (see ss. 6 and 8). It is intimated, moreover, that joint hospital boards and port health authorities should consider without delay the question of applying to the Minister of Health for an order under s. 314 to apply corresponding provisions of the Act to such authorities in substitution for repealed provisions, as if such order is not made within two years after the commencement of the Act it will be provisional only. Section 143 enables the Minister to take steps to prevent the spread of disease by aircraft as well as by ships, and thus give effect to the International Sanitary Convention for Aerial Navigation. Regulations for this purpose are, it is stated, now under consideration and are to become operative when the Act comes into force. Other matters which may be briefly mentioned are the pending dissolution of isolation hospital committees constituted under the Isolation Hospitals Acts, 1893 and 1901, and the transfer of their property and liabilities as provided by the Act (s. 315); the new power vested in local authorities to contribute towards the support of nursing associations conferred by s. 178, which supersedes s. 67 (*c*) of the Poor Law Act, 1930; the more ample powers contained in the Act in regard to the provision of laboratories (s. 196); and the simplification effected by the combining of the services of maternity and child welfare, notification of births, and child life protection under one authority called the welfare authority in the various localities (s. 200 (*f*)). Readers must be referred to the circular itself for further particulars in view of the specialised character of much of its contents.

Coal Royalties: Statutory Unification and Compensation.

THE decision to appoint a tribunal to determine the amount which the fee simple of all unworked coal and all mines of coal in Great Britain and certain rights agreed as being ancillary thereto might be expected to realise if sold in the open market by a willing seller was announced by the Chancellor of the Exchequer in the House of Commons last Tuesday. Members of the tribunal are GREENE, L.J. (Chairman), CLAUSON, J., and LORD PLENDER. Mr. CHAMBERLAIN indicated that negotiations between the Government and the Mineral Owners' Joint Committee had been fruitless so far as the fixing of the amount which ought to be paid as compensation in the event of the statutory unification of coal royalties was concerned, but that both parties were agreed that the proper basis of compensation would be the fixing of a global sum equivalent to the value of the whole property to be acquired, which would be divided proportionally among the various owners according to the relative values of their property. According to the Treasury Minute it is agreed, in order to facilitate the reference, that the average net annual income derived from the property in question during the period 1928–1934 shall be taken at £4,430,000, and the tribunal is to express its decision in the form of stating the appropriate number of years' purchase to be applied to that figure. The tribunal is to take into account such variations, if any, in the amount of the net income as may reasonably be expected in the light of its source or otherwise, but is not to make any allowance on account of the acquisition being compulsory, nor is it to take in account any increased value based on the fact that the property will be in the hands of the State, or the fact that the distribution of the compensation will involve expense. Mr. CHAMBERLAIN intimated it had been agreed that the Mineral Owners' Joint Committee would accept the decision of the tribunal as representing the compensation properly payable to the owners in the event of the Government proceeding with proposals for the acquisition of the property, while the Government is to have the right at any time within six weeks after delivery of the decision to give notice to the other party that they are not prepared to accept it, in which event the Government will not proceed with the proposals for the purchase of the property except at some global figure determined by agreement between them and the Mineral Owners' Joint Committee. If notice is not so given the Committee will be entitled to assume that the tribunal's decision is acceptable and the Government will introduce during the present session of Parliament a Bill to acquire the property on the basis of the decision.

Recent Decisions.

IN *Ewer* v. *National Employers Mutual General Insurance Association Ltd.* (*The Times*, 6th March), it was held that policies of insurance relating to premises, trade fixtures, stock and utensils which were destroyed or damaged by fire at a garage were valid, and the court declined to accede to the contentions put forward by the defendants that the policies were void owing to non-disclosure of material facts or that the claim was so exaggerated as to be fraudulent.

In *A. F. Rizik El Masri and Another* v. *The King* (*The Times*, 6th March), the Judicial Committee of the Privy Council dismissed a petition for special leave to appeal from a judgment of the Supreme Court of Palestine, sitting as a Court of Appeal, which affirmed a conviction and sentence of death passed on the petitioners by the Criminal Assize Court at Jerusalem. The petitioners were charged with firing on troops with the intention of assisting the enemy, contrary to reg. 8A (*a*) of the Emergency Regulations, 1936, under the Defence of Palestine Order in Council, 1931. It was argued for the petitioners that the Regulations of 1936 were *ultra vires* the Mandate for Palestine, in that they derogated from the rights of the Arab community which subsisted at the relevant dates and were void for repugnancy, and for the Crown that they were valid, reference being made to *Jerusalem-Jaffa District Governor* v. *Suleiman Murra* [1926] A.C. 321, 327; and *Sobhuza II* v. *Miller* [1926] A.C. 518, 524.

In *Rhokana Corporation Ltd.* v. *Inland Revenue Commissioners* (p. 216 of this issue), the Court of Appeal reversed a decision of Lawrence, J., and held that, where interest on certain debentures was payable in sterling or in dollars or Dutch florins at stated fixed rates of exchange, r. 21 of the All Schedules Rules to the Income Tax Act, 1918, applied to holders exercising the option to be paid in foreign currency, and that tax was assessable in respect of the additional benefit accruing to such holders occasioned by the depreciation of the pound which took place in September, 1931, when England went off the gold standard. The Court of Appeal, therefore, restored the order of the Special Commissioners, with a variation occasioned by the fact that the court held that the relevant date of conversion from the foreign currency into sterling for tax purposes was the date of payment, and not the date when the interest fell due.

In *Andrews* v. *Director of Public Prosecutions* (*The Times*, 10th March), the House of Lords dismissed an appeal from the Court of Criminal Appeal and upheld a conviction at Leeds Assizes of manslaughter arising out of the driving of a motor car. The appellant was sentenced to fifteen months' imprisonment and disqualified from holding a driving licence for the rest of his life. In announcing the decision, LORD ATKIN stated that inasmuch as the case involved matters of the public interest and there had been a very careful argument addressed to the House with regard to the whole law of manslaughter, it appeared to be desirable that their lordships should take some little time to put into writing the reasons for which they had arrived at their conclusion. Sentence would run from the date of conviction.

In *Devlin* v. *Cooper* (*The Times*, 11th March), where the plaintiff alleged that the defendant wrongfully harboured and enticed his wife contrary to his express will, the jury awarded one farthing damages, and judgment was entered for him without costs.

Caddies and the Children and Young Persons Act, 1933.

THE attention of a certain golf club near London has been called recently to certain potential liabilities with regard to boy caddies, arising under bye-laws made by the local education authority (the county council) under s. 18 (2) of the Children and Young Persons Act, 1933.

The scope of the purposes for which the Act enables such bye-laws to be made is very wide, as it includes, besides certain particular matters, such as hours of work, prohibited occupations, etc., any other conditions to be observed in relation to the employment of children.

A perusal of the bye-laws in question raises some not unimportant points for members of golf clubs where, as in the case of the above-mentioned club, local juveniles of various ages have been employed customarily as caddies throughout the week, including Sundays.

The following is a short summary of the provisions of the bye-laws material to the purposes of this article :—

"Child" is defined as meaning a person under the age of fourteen years.

No "child" under thirteen may be employed at all (subject to certain exceptions as regards boys of twelve employed at the commencement of the bye-laws).

No "child" may be employed on Sundays.

No "child" may be employed on school days except between 5.30 p.m. and 7.30 p.m. ; but, on any Saturdays or other school holidays, he may be employed for not more than four hours between 7 a.m. and 7 p.m., provided he is not employed for more than sixteen hours in any week and that arrangements are made for him to be free for daily rest and recreation for a continuous period of not less than five hours. Further, no "child" may be employed at all on any day or days, or the day following, any entertainment in which he is taking part pursuant to a licence under s. 22 of the Act of 1933.

(In passing, it may be observed that the two hours of permitted work on school days would only be of practical use for employment as a caddie during the summer months, and even then would scarcely permit of the completion of a full round of eighteen holes on a course of average length ; and that the permitted period of four hours on a Saturday or other school holiday would only cover the time required for playing (say) twenty-seven consecutive holes. Further, the bye-laws are not clear as to whether any person is responsible for seeing that the "child" enjoys the prescribed period of five hours for rest and recreation.)

Probably the most serious considerations arise under the bye-law which prescribes the more general conditions of employment.

In the first instance, the employer is required to send a written notification to the county council stating his name and address, the name and address and date of birth of the "child," the occupation in which and the place at which the latter is employed, and the times at which the employment begins ; and on the 1st January and 1st July in every year a similar notification must be sent in respect of each "child" employed by the employer on those dates. After such notification, the council is to issue to the particular "child" concerned an employment card, and he may not be employed unless he has with him his card, which must be produced to any authorised officer of the council. Amongst the various particulars to be entered by the council on the employment card are the times between which the employment of the "child" is permitted, which shall be such as the employer may (within the prescribed limits) choose ; and the employer is required to keep affixed in a conspicuous position in the place in or in connection with which the "child" is employed a notice showing the latter's name, address and date of birth and the occupation in which and the times within which he may be employed on school days, on Sundays, and on week-days, when his school is not open.

Any person who employs a "child" in any work out of doors must see that he is provided during the course of his employment with boots and clothing sufficient to protect him from inclement weather.

The maximum penalties for a contravention of the bye-laws are £5, and £20 for a second or subsequent offence.

Many of the provisions of the bye-laws in question appear difficult, if not impossible, to apply strictly to such an occupation as that of a caddie ; but, presumably, that does not of necessity remove the risk of enforcement being sought by the responsible authority ; and the further question arises as to upon whom the resulting liability will fall. The Act of 1933 does not define generally what constitutes employment ; but it is assumed that, by the test of control, the relationship between a player and his caddie is that of master and servant, and that the latter is not an independent contractor. In the case of the golf club above mentioned, the view is taken that the management merely arrange for caddies to be available for the convenience of the members, and that the actual employer of a caddie is the member engaging him. If that be the true position, apart from any question of concurrent liability of the management for aiding and abetting, any individual member engaging a young caddie is faced with the responsibility of seeing that the general requirements as to permitted days and hours of employment are not contravened and of either seeing that the boy already has an employment card or ascertaining (for the purpose of notifying the council thereof) the prescribed particulars as to his age, etc.—a step not entirely free from difficulty, and one in which the member will not be assisted greatly by the statutory provisions relating to presumption and determination of age ; although, on the other hand, proof of the use of all due diligence to secure compliance with the provisions in question is, by the Act itself, constituted a good defence. Presumably the member must also affix in a conspicuous position in his club premises the prescribed notice about the boy—a matter on which the house committee may be entitled to be heard ; and, lastly, if the weather be inclement, he must comply with the requirements regarding boots and clothing, as to the sufficiency of which it is conceivable that opinion might be divided, and on which no question might arise until an unforeseen change in the weather during the play of a round. The difficulties indicated above would be emphasised in the case of a visitor-member.

It is not disputed that some regulation of the employment of young boys as caddies is reasonably necessary ; but it is submitted that, having regard to the somewhat casual nature of the employment as regards both the boy and the member whose clubs he carries, and to the condition of quasi-dual control by the latter and those engaged in the management of the club, special provisions would be more suitable.

If it were permissible to criticise the policy of the bye-laws, it might be suggested that the responsibility for such matters as furnishing the particulars leading to the issue of the employment card and providing suitable equipment for inclement weather might more equitably have been placed upon the parents, who no doubt acquiesce in the boy's employment and benefit from his earnings ; but acceptance of the principle in those respects would still permit of the bye-laws being amended so as to provide that, in the case of a golf club, the secretary or other suitable official should (to the exclusion of any members of the club) be deemed expressly to be employer. Even this might still leave an individual member exposed to the risk of proceedings under an independent provision of the Act itself, which prohibits (subject to any bye-laws made thereunder) the employment of any "child" to lift, carry or move anything so heavy as to be likely to cause injury to him—under which nice questions might arise in relation to the total weight of a bag and clubs.

Company Law and Practice.

Fraud on Minority Shareholders.

THE decision in a recent Scottish case—*Harris* v. *A. Harris Ltd.* [1936] S.C. 183—affords a further illustration of the principle that the court will not, unless the circumstances are exceptional, interfere with the internal management of a company acting within its powers, even where the particular transaction complained of is advantageous to a majority whose votes secured its adoption. There are several well-known English authorities on the point: the *locus classicus* is the judgment of Lord Davey in *Burland* v. *Earle* [1902] A.C. 83, at p. 93. There he enunciated these principles: (1) The court will not interfere with the internal management of companies acting within their powers; (2) a minority of shareholders complaining of what has been done by the majority can succeed only if they establish that the acts complained of are of a fraudulent character or beyond the powers of the company. The example he gives of this is where the majority are endeavouring directly or indirectly to appropriate to themselves money, property or advantages which belong to the company or in which the other shareholders are entitled to participate. Thus, in *Menier* v. *Hooper's Telegraph Works*, L.R. 9 Ch. 350, a minority shareholder was held entitled to sue where the majority were dealing with property of the company to their own advantage so that, in effect, the majority were dividing the company's assets among themselves to the exclusion of the minority. Another example of this class of case is *Cook* v. *Deeks* [1916] 1 A.C. 554: there the directors of the company obtained a contract in their own names to the exclusion of the company in circumstances amounting to a breach of trust; consequently they could not retain the benefit of it for themselves but became trustees of that benefit on behalf of the company. By means of their votes, as holders of three-quarters of the issued shares, they subsequently passed a resolution at a general meeting of the company declaring that the company had no interest in the contract. The Privy Council held that the benefit of the contract belonged in equity to the company and the directors could not validly use their voting power to vest it in themselves. "If directors have acquired for themselves property or rights which they must be regarded as holding on behalf of the company, a resolution that the rights of the company should be disregarded in the matter would amount to forfeiting the interest and property of the minority of shareholders in favour of the majority, and that by the votes of those who are interested in securing the property for themselves"; (3) Lord Davey's third principle is that, unless otherwise provided by the regulations of the company, a shareholder is not debarred from voting or using his voting power to carry a resolution by the circumstance of his having a particular interest in the subject-matter of the vote. An example of this class of case is *North-West Transportation Company Ltd.* v. *Beatty*, 12 App. Cas. 589. There the directors of the company had entered into a contract with one of their members by which the company was to purchase property of his. Under the constitution of the company a director was not authorised to contract with the company and the contract was therefore voidable at the instance of the company. This defect was removed by virtue of a ratification of the contract by a resolution of the company in general meeting. It was held that this resolution was valid notwithstanding that the vendor-director himself held the majority of the shares in the company, and the resolution was carried by his votes against the minority who complained.

These principles are, I expect, familiar to my readers. In *Harris* v. *A. Harris Ltd.* (the recent case to which I referred at the outset) they had to be applied to a case where two shareholders in a private company, who were also joint managing directors, acquired a majority of the shares, and by virtue of this majority secured the passing of a resolution the effect of which was substantially to increase their remuneration as managing directors. The plaintiff, a minority shareholder, brought an action against the company and the joint managing directors as individuals and maintained, *inter alia*, that the resolution was invalid, having been passed from an oblique motive on the part of the joint managing directors, in fraud of the interests of the plaintiff and not in the *bonâ fide* interests of the company. I have not the space to consider in detail the facts on which the plaintiff relied; it must suffice to say that the court did not find that the acts of the individual defendants were entirely satisfactory: for example, they had excluded the plaintiff from the company's premises and refused to disclose information which had induced them to extend the activities of the business; nor was the mode in which they succeeded in acquiring control of the voting power of the company beyond comment. But on the substantial question of the validity of the resolution by which the managing directors' remuneration was increased the court applied the principles enunciated by Lord Davey in *Burland* v. *Earle*, and held that the resolution was not invalid. If the company, as represented by the majority of its shareholders, thought it proper to increase the remuneration of the managing directors the court could not interfere: to justify such interference the court would require to be satisfied that the increase had been obtained by fraud, an inference which might be drawn if it were established that no reasonable man could approve the course taken. There was no evidence which justified such an inference. The propriety of the increased expenditure was eminently a question of company policy; and only if it were so unreasonable as to justify the inference of fraud could the court interfere.

Referring to the cases of *Menier* v. *Hooper's Telegraph Works*, *supra*, and *Cook* v. *Deeks*, *supra*, Lord Anderson said this: "In these and similar cases . . . the minority received no counterpart for the expropriation of their property; the transaction was unilateral: there was no *quid pro quo*. In the present case the transaction proposed is bilateral. The resolution . . . is concerned with additional work to be performed by the managing directors, and additional remuneration to be payable to them in consideration thereof. These seem to me to be matters peculiarly domestic and matters which the shareholders, in general meeting, were best qualified to decide."

Lord Murray, in an interesting judgment, expressed the view that in an action by minority shareholders impeaching the acts of a majority on the ground of fraud, the test is not whether the defendants have been guilty of fraud in the common law sense, but whether they have committed a breach of a fiduciary duty to the company and its constituent shareholders. He pointed out that an action at the instance of a minority of shareholders against a majority vote is an appeal to the equitable jurisdiction of the court and that courts of equity have applied the term "fraud" to circumstances falling short of deceit but importing breach of fiduciary duty (see, for example, the opinion of Viscount Haldane in *Nocton* v. *Ashburton* [1914] A.C. 932). Such a view, of course, enlarges the scope for attack by minority shareholders, and this, I venture to suggest, is not altogether undesirable. I should add that, on the facts before him, Lord Murray held that the plaintiff had not succeeded in establishing such breach of fiduciary duty on the part of the defendants "as would entitle the court to substitute its judgment for that of the majority of the shareholders of the company."

I should not, perhaps, conclude without mentioning the case of *Foster* v. *Foster* [1916] 1 Ch. 532, where a similar question arose as to the validity of the appointment of a managing director at a remuneration effected by a resolution carried by the use of the votes possessed by that managing director. There, Peterson, J., said this: "I am not aware of any case in which it has been suggested that, if the majority

think that one of themselves is the best person to be the managing director and proceed to appoint that person managing director at a remuneration, they appropriate to themselves the assets of the company within the meaning of Lord Davey's observations [in *Burland* v. *Earle*]. The company is in such a case obtaining the services for which it is paying, thus getting a *quid pro quo*, and there is, I think, no foundation for the suggestion that in such a case there is an appropriation of property in which the minority are interested for the benefit of the majority." As appears, I think, from the judgment of the Court of Session in *Harris* v. *A. Harris Limited*, the protection of the minority, where the acts of the majority are formally valid, lies in the fact that it is open to the court to infer fraud where the resolution attacked is such that no reasonable man could consider it to be for the benefit of the company.

A Conveyancers' Diary.

[Contributed.]

Restrictive Covenants.—II.

Turning now from the substantive to the adjective law, we have to consider several very important recent cases dealing with the application of s. 84 of the Law of Property Act.

Section 84 is best known, of course, as the section which sets up the machinery of arbitration for obtaining the discharge of out-of-date restrictive covenants. It is to be observed that the jurisdiction of the authority is confined to covenants restricting the user of *freehold* land, save in such cases as are mentioned in sub-s. (12). By that subsection it is provided that the jurisdiction under the section is to apply also to leasehold land where the lease has been created (before or after 1926) for a term of more than seventy years of which fifty have expired, provided the lease is not a mining lease.

Subsection (12) has recently been interpreted by Clauson, J., in the case of *Cadogan* v. *Guinness* [1936] Ch. 515, where the learned judge held that in applying it one must look to the date at which the lease was executed in order to calculate the periods of seventy and fifty years and not at any antecedent date as from which the term may be expressed to run. Thus, a lease executed in 1937 and expressed to be for eighty years from 1900 is not, for the purposes of sub-s. (12), a lease creating a term of eighty years, but one creating a term of forty-three years, and in 1950 there will have expired of it not fifty years but thirteen. In view of the fact that long leases are often dated back for purposes of calculation of the term limited, it is of the utmost importance that one should bear *Cadogan* v. *Guinness* in mind in seeking to apply sub-s. (12).

Subsection (2) is an extremely important provision whose importance does not seem to have been appreciated until quite lately. It provides as follows: "The court shall have power on the application of any person interested—(*a*) to declare whether or not in any particular case any freehold land is affected by a restriction imposed by any instrument; or (*b*) to declare what, upon the true construction of any instrument purporting to impose a restriction, is the nature and extent of the restriction thereby imposed and whether the same is enforceable and if so by whom." Subsection (2) must be read with sub-s. (5), which is as follows: "Any order made under this section shall be binding on all persons, whether ascertained or of full age or capacity or not, then entitled or thereafter capable of becoming entitled to the benefit of any restriction, which is thereby discharged, modified or dealt with, and whether such persons are parties to the proceedings or have been served with notice or not, but any order made by the authority shall, in accordance with rules of court, be subject to appeal to the court." It is to be observed in passing, that sub-s. (5) applies not only to orders of the court under sub-s. (2) but also to orders of the authority under sub-s. (1). As to the actual mode of bringing the matter before the court, the following portions of sub-s. (2) of s. 203 of the Act are relevant: "Subject to any rules of court to the contrary—(*a*) Every application to the court under this Act shall, save as otherwise expressly provided, be by summons at chambers; . . . (*d*) On any application notice shall be served on such persons, if any, as the court thinks fit."

The effect of these provisions is that on proceedings by originating summons the court can make the declarations referred to in sub-s. (2) of s. 84, and that those declarations will be *in rem*, that is to say, that they are good against all the world and not merely as between the parties to the proceedings. This is a very unusual thing in our law, and consequently one naturally expects that the court would handle the jurisdiction conferred with some reserve. In *Re Sunnyfield* [1932] 1 Ch. 79, Maugham, J., observed that on these applications "the court ought to make every effort to see that all persons who may wish to oppose the making of the order have an opportunity of being heard, stating their objections in argument before the court, and inviting the court to refuse to exercise its powers." He stated that in that case "it seems that every effort has been made to give notice to all persons having a probable interest in the property, and accordingly I ought not to refuse to proceed to the hearing of the matter." It is clearly, therefore, the duty of the applicant to satisfy the court that all possible inquiries have been made as to persons interested. If he does not do so, it is conceived that the court would refuse to make an order, or it might itself order notices to be served under s. 203 of the Act on any person who ought to be brought before the court. The applicant will do well to join all reasonably necessary parties as respondents, as was done in *Re Ecclesiastical Commissioners for England*.

The rules of procedure under s. 84 have lately been further elucidated by Clauson, J., in *Re Spencer Flats Limited* [1937] 1 Ch. 86. That case was an appeal under s. 84 (5) from a decision of the authority, and the material facts were as follows: In the spring of 1934 the appellants acquired a certain house which was subject to restrictions. In September, 1934, they began to demolish it and replace it with a building which infringed the restrictions. More than a year later, in October, 1935, the respondents threatened them with an action on the covenants, but did not immediately issue their writ. On the 5th December, 1935, the appellants started proceedings before the authority asking for modification of the covenants, and in June, 1936, the authority made its award, granting certain modifications on terms of compensation. Before the arbitrator the appellants took the point that the respondents had by their laches lost the right to enforce the covenants, and this point was again taken on the appeal. Clauson, J., observed that the arbitrator went on the footing that the respondents were entitled to enforce the covenants, which right was contested. He then said: "I ought to state, to facilitate matters in future cases, that there is machinery provided by sub-s. (2) of s. 84 of the Law of Property Act for the court to determine on application whether restrictions are enforceable and by whom." The learned judge pointed out that the arbitrator is not intended to settle questions of law. He further referred to r. 9 of the Law of Property (Restrictive Covenants Discharge and Modification) Rules, 1933, which permits the arbitrator to require a case where the enforceability or extent of the covenants is questioned to be submitted for the opinion of the court under s. 84 (2), and to adjourn the arbitration pending the decision of the court. His lordship pointed out that the rule is not imperative, but said that if such a point is seriously raised on the arbitration: "The arbitrator ought to give, and, I have no doubt, would give, every facility for raising the question before the court." Alternatively, the arbitrator might resort to the very convenient practice whereby the arbitrator can

in the first place determine what compensation would be payable on the assumption that the objector has a right to enforce the covenant. He can then make a conditional award, and order the money to be paid into court under r. 16, sub-r. (3), which provides that: "The arbitrator may by his order direct that the compensation awarded in respect of any land shall be paid into court." These observations of the learned judge throw light on the actual machinery of the section, and will presumably be acted upon in future cases of the sort.

It is not the intention of this article to embark on a general discussion of s. 84, but, in addition to referring to the above cases, certain observations may be of some utility. First, one may notice that the extent of sub-s. (2) differs from that of sub-s. (1). The latter concerns only freehold land, other than the land referred to in sub-s. (7), which is restricted on a conveyance made gratuitously or for a nominal consideration for public purposes, but including the leasehold land referred to in sub-s. (12). Sub-section (2) (*a*) is expressed to refer to "freehold land," but this must clearly be read subject to the qualifications of sub-ss. (7) and (12). Sub-section (2) (*b*), on the other hand, is not limited in its terms at all, and refers to restrictions imposed by "any instrument." The court could presumably, therefore, entertain an application under this provision in respect of the construction or enforceability of restrictive covenants in any lease, whether within sub-s. (12) or not.

Secondly, I may perhaps be pardoned if I put in a plea for a more frequent resort to sub-s. (2) I was recently confronted with a case where there were very serious difficulties as to whether certain covenants were enforceable or not. In the end I was able to advise my clients that they might safely disregard them in the light of information that was forthcoming, but in the intermediate stage it was necessary to consider seriously whether some application ought not to be made. My clients were very much opposed to a resort to arbitration, which is rather expensive and attended with a good deal of local publicity, and I found that they did not realise that where the real question was whether the covenants were enforceable at all, the very much less public and troublesome procedure under sub-s. (2) was open to them. I think that it has not been quite generally appreciated that this very valuable jurisdiction has been conferred on the court, as it is rather hidden away in a section which is usually believed to deal with the functions of the authority. And this impression is borne out by the fact that there have so far only been three reported cases in which proceedings were brought under the sub-section, the first of which is *Re Sunnyfield*, which occurred as lately as 1931. There are an enormous number of possibilities that restrictive covenants can be held wholly inapplicable. Before 1926 there were only two methods of finding out one's position if one was the owner of a property affected by restrictions. One was to infringe them, and await the result of an action begun by writ. This was extremely unsatisfactory, and one would imagine that in a great many instances owners of land preferred to behave as if they were bound by restrictions which the court would not have enforced, rather than take the risks involved in a deliberate infringement. Alternatively, one could begin a writ action for a declaration that the covenants were no longer enforceable. But, again, actions are not luxuries to be indulged in lightly. Now, on the other hand, one can apply by summons under sub-s. (2), the evidence will be by affidavit, and the matter can be disposed of cheaply and in relative privacy. An enormous amount of lumber of this sort must have accumulated since *Tulk* v. *Moxhay*; but the whole of it could be completely swept up in the next few years by an enterprising use of this sub-section. That this should be done would be for the general good; for "Land in Fetters" is equally undesirable whether the fetters are settlements or obsolete restrictions. It will also be valuable in many cases to apply under the sub-section to find out the "extent" of a restrictive covenant; for often again there may well be uses and buildings which do not in fact infringe any covenant, but which rather look as if they might. In such cases it might easily be worth while to apply as to the interpretation of the covenant rather than tamely abandon the projected operations altogether.

Landlord and Tenant Notebook.

Fair Wear and Tear : A New Decision.

THE result of the appeal in *Taylor* v. *Webb*, (80 SOL. J. 288; 81 SOL. J. 137, C.A.,) will have come as a surprise to many. Not only has the decision in *Haskell* v. *Marlow* [1928] 2 K.B. 45 (followed at first instance) been overruled, but it has been overruled by approaching the question of the meaning of "fair wear and tear" from a totally different angle. The divergence of opinion relates not merely to the extent of the qualification expressed by those words, but to its nature. "Fair wear and tear" is no longer a matter of how much wear and tear, but of what kind of wear and tear.

Considering how long the phrase has been in use, it is at first sight curious how little attention it has attracted. Bruce, J., when trying *Terrell* v. *Murray* (1901), 17 T.L.R. 570, said as much; no satisfactory definition could be found; and his lordship sought to remedy the deficiency by stating that it exempted the covenantor from liability for dilapidations caused by the friction of the air, by exposure and by ordinary use.

In the now overruled *Haskell* v. *Marlow*, all the existing material was examined and reviewed by Salter and Talbot, JJ., most of it being discounted as not being sufficiently in point. It would not now be profitable to discuss at length the older authorities; of *Gutteridge* v. *Maynard* (1834), 1 Moo. & R. 334; *Mantz* v. *Goring* (1838), 4 Bing. N.C. 451; and *Scales* v. *Lawrence* (1860), 2 F. & F. 289, it would be true to say that in those cases the meaning of "fair wear and tear" was never separately considered. This criticism hardly seems to apply to *Terrell* v. *Murray*, *supra*; but it could be said of all older decisions that anyone who sought to rely on them would probably have to meet the argument that no definition was attempted or intended, or that the facts were peculiar to the occasion; even in the case of *Terrell* v. *Murray* it could be said that the covenant qualified, being a covenant to deliver up in the same state of repair as at the commencement of the term, was not the usual repairing covenant. Those interested will find an article on *Haskell* v. *Marlow* in vol. 72, p. 624, of this paper, which was followed by a lengthy criticism from a correspondent on p. 682 of the same volume, answered by the writer of the article on p. 678.

What *Haskell* v. *Marlow* decided was that, while the exception of fair or reasonable wear and tear meant something, it did not entitle the covenantor to permit the process of dilapidation, originally due to natural or ordinary causes, to continue indefinitely without taking reasonable steps to prevent the further harm. The decision may be said to have amplified the definition given by Bruce, J., who spoke of ordinary use, and may, or may not, have intended to convey that this might require action to be taken by the covenantor. At all events, after *Haskell* v. *Marlow*, the covenantee was entitled to go into the question how much damage was due to ordinary causes and how much to the failure of the covenantor to counteract the immediate effects of those causes. In favour of this view, one might say that the phrase "fair wear and tear" or "reasonable wear and tear," which qualifies an obligation construed by reference to reasonableness, itself consists of two parts, one of which qualifies the other; some effect must be given to the word "fair" or the word "reasonable," and both are normally applied to human conduct rather than to the behaviour of weather and reactions of building materials.

This view has now been condemned by the Court of Appeal in *Taylor* v. *Webb*, the principle applied being that no one can be held responsible for the consequences of some evil when he is not to be held responsible for the evil itself.

Undoubtedly importance is added to the exception of fair wear and tear by this new authority: but it should be pointed out that it does not mean that the ordinary repairing covenant so qualified will be of no effect in law. Damage due to fire or flood, for instance, will still fall within its purview, as well as damage ascribable to deliberate misuse.

And as to the practical effects of the change, these may not be so great as would at first appear. The reason is one which may at the same time explain the absence of authority commented upon by Bruce, J. It is this: that most of these qualified covenants have bound the actual occupiers of the premises concerned. A tenant who finds that his roof leaks, or his walls crack, or his floors give way, or his ceiling collapses, will find his exemption from liability of little advantage if he is to go on living or working in the building. In most cases it is probable that the covenantor has effected repairs for the sake of his own comfort, and it seems reasonable to expect that the same will happen in future.

It is, indeed, significant that the facts of the two leading cases have both been somewhat special. In *Haskell* v. *Marlow* the defendants were executors of a widow who had occupied a large country house as life tenant, her husband's will entitling her to do so, but imposing the obligation of keeping it in repair, "reasonable wear and tear excepted." She had survived the testator by forty-two years, and one may conjecture that for some time before her decease dilapidations did not trouble her much; much of the disrepair complained of, and for which her estate was held liable, was disrepair of such structures as greenhouses, summer-houses and bridges. While in *Taylor* v. *Webb* it was not the tenant, but the landlord, who was the covenantor.

In the unusual case of a landlord covenantor, the covenantee does, indeed, when agreeing to the qualification, give up much that he has gained; for the landlord has little opportunity of doing deliberate damage, and could be restrained, apart from the covenant, if he did, so only unforeseen events can bring the covenant into operation. But in the case of a tenant covenantor, while the new decision is diametrically opposed to the old view, in practice the covenantee will probably not suffer except when something happens to the premises shortly before the term expires.

Our County Court Letter.

INSURANCE OF FARM STOCK AGAINST LIGHTNING.

In *Turner* v. *General Accident, Fire and Life Assurance Corporation Ltd*, recently heard at Shrewsbury County Court, the claim was for £65 under a fire insurance policy. The latter was dated June, 1932, and covered the plaintiff against damage to horses by lightning, provided that not more than £80 was to be paid in respect of any one horse. One horse was struck by lightning on the 29th June, and £65 was accordingly claimed. A veterinary surgeon gave evidence that, although there was no external evidence, there was wastage of the muscles, and the nervous condition of the horse was consistent with its having been struck by lightning. The plaintiff's case was that he had disclosed everything he thought material to the defendants' local resident secretary, who knew all the circumstances and had filled up the proposal form signed by the plaintiff. The defence was that the horse's condition was not due to lightning (as there was no singeing) but was caused by an injury to the pelvis. This had caused apathy of the muscles, but the horse could now move easily. The plaintiff, however, had answered "No" to a question whether he had suffered any previous loss by fire or lightning, when insured with other companies. There was no allegation of fraud, but it transpired that he had previously received £100 in respect of a horse struck by lightning. His Honour Judge Samuel, K.C., held that the horse had been in fact damaged by lightning, in respect of which the plaintiff would have been entitled to £30. The plaintiff, however, had given a wrong answer in the proposal form, which had been mutually agreed as forming the basis of the contract. The plaintiff's rights under the policy were therefore vitiated in law, and judgment was given for the defendants, with costs, except those on the issue of fact.

ACCIDENTS AT CATTLE AUCTIONS.

In the recent case of *Middleton* v. *Heathcote*, at Stafford County Court, the claim was for £100 as damages for negligence. The plaintiff's case was that on the 11th March, 1936, she went to an auction sale of cattle, conducted by the defendant in a farmyard. The cattle were brought from loose boxes at one end in front of the auctioneer, who stood in a corner with a semi-circle of people in front of him. A heifer was brought out, but ran through the crowd, knocked the plaintiff down and jumped over a gate into a field. The plaintiff sustained a broken leg, and it was alleged, on her behalf, that the heifer had shown signs of extreme nervousness before being brought out, so that the defendant's clerk had warned people to keep away. In view of the defendant's knowledge of its mischievous propensities, he was negligent in allowing the heifer to be taken through the crowd without a rope, fence or other protection. The defendant denied negligence, and had followed his usual procedure, going back thirty years. The cattle were normal before the sale, and the heifer came out quietly, but ran away when he raised his voice. A rope or fence would have been no protection against a wild animal, and people had to get close to inspect an animal. His Honour Judge Ruegg, K.C., observed that the heifer was the property of the tenant of the farm, but the action was brought against the auctioneer as the person having possession of the heifer at the time of the accident. It was doubtful, however, whether an auctioneer, on going on to premises, came into possession of the live and dead stock so as to become the person responsible for accidents. The ownership of the goods and animals was not transferred from the seller to the buyer until the fall of the hammer. On the question of negligence there was no evidence to support the claim, as the accident was one which might occur to people attending sales, and they had to run the risk. Judgment was given for the defendant, with costs.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

RIDING IN GOODS LIFT.

In *Harrison* v. *Wilts United Dairies Ltd.*, at Uttoxeter County Court, the applicant's case was that, on the 18th December, 1935, his right arm was crushed in an electric hoist, and had subsequently been amputated. The applicant, who was aged nineteen, had been working on the second floor, and his duty was to pull up empty cardboard cartons with a hand pulley. The way to the second floor was by way of a stone staircase, at the back of the premises, to the first floor, and then through a long building to a ladder leading to a hole in the wall. There was no staircase to the second floor, and the applicant, at the end of his dinner hour, had entered the hoist. This was outside the building, was 2 feet 4 inches square, and was controlled by electric buttons, worked from outside the hoist by someone on the floors. Although this was a goods lift, the applicant's case was that the employees, including the foreman, had made a regular practice of riding up and down in it. Even if there was a theoretical prohibition, the practice was winked at, and no

notice was put up until after the accident. The respondents denied that the accident arose in the course of employment, as the practice of riding in the lift had already been discontinued seven or eight weeks before the accident. Although no notice was put up, warnings had been given to the thirty-seven employees, individually or in groups, against the practice. His Honour Judge Ruegg, K.C., was not satisfied that the applicant was ever told not to ride in the lift, as it was doubtful if he heard the warning, when he and another man were both detected on a previous occasion. The respondents should see that a reasonably safe way was provided. As the applicant's wages had been 35s. a week, an award was made of 21s. 3d. per week from the date of the accident, with costs on Scale B. Compare *M'Daid* v. *Steel* [1911] S.C. 533; 4 B.W.C.C. 412, in which no award was made, on the ground of contravention of rules.

EYE INJURY AND INCAPACITY.

In *Breeze* v. *British Quarrying Co. Ltd.*, at Ludlow County Court, the applicant's case was that his right eye had been injured from a fragment of stone, which he was breaking on the 28th June, 1936. His pre-accident wages were £1 2s. 4d. a week, and compensation at 16s. 8d. a week had been paid until the 16th November. The applicant then applied to the respondents for light work, but this was refused. The applicant was in effect a one-eyed man, as he could only distinguish light from dark with the injured eye, and his incapacity was permanent. Any work he could obtain would be irregular, and his earning capacity was only 9s. a week. The medical evidence was the applicant should not work above ground level, nor with horses and trucks, as his judgment of distance would be inaccurate. The respondents' case was that the applicant's incapacity to earn his old wages was not due to the injury, but to the seasonal depression in the industry. There were four gangs, but only three quarries, and one gang of men were therefore always standing down. Moreover, no orders were placed by municipal authorities from November to March. The applicant was fit to resume his old work, subject to taking his turn with the other men, as the medical evidence was that the left eye was normal, while the right eye was free from inflammation, and the vision was 6-18 with correction. His Honour Judge Samuel, K.C., made an order for compensation at 9s. a week as from the 16th November, with costs.

Reviews.

The Public Health Act, 1936. By David J. Beattie, LL.M. (Vict.), Solicitor of the Supreme Court. Foreword by Sir Gwilym Gibbon, C.B., C.B.E. 1937. Royal 8vo. pp. lxxiv and (with Index) 503. London, Liverpool and Birmingham: The Solicitors' Law Stationery Society, Ltd. 40s. net.

It is anything but a formalism to state that the Public Health Act, 1936, is one of outstanding and far-reaching importance. It demands the unremitting consideration of all local government administrators, as every local authority is materially affected by its provisions. The Act does not come into operation until the 1st of October next, but immediate knowledge and assimilation of its provisions is essential for all local government officials. The early appearance of this volume is, therefore, to be warmly commended.

The Act is the second stage in the much needed codification of local government and public health law. Although codification of the intricate mass of this branch of the law is the primary purpose, the opportunity has been taken to introduce numerous very desirable amendments. Some of the changes introduced are extensive and sweeping. The comprehensive scope of the Act is enormous. The wide range of subjects and details it embraces will be apparent from a glance at the Table of Contents. The Public Health Acts, 1875 to 1932 (comprising sixteen Acts), and parts of numerous other Acts have been replaced by this new code, which has necessitated an Act of 347 sections and three schedules to carry out the task. The well-known numbers of sections which have been in daily use for many years will have to be forgotten and the new replacing numbers grappled with and their complexities explored and familiarised. The Ministry of Health have followed their usual commendable procedure and prepared valuable explanatory memoranda: but the provisions of the Act itself will require considerable study. In the present volume the author's aim has been to provide a full and accurate and at the same time a practical presentation of the law which will serve as a reliable guide and reference book not only for local government officials and the legal profession but for members of local authorities and the general public. After all, the public are vitally affected by the new code and it must be remembered that one of our foundation legal maxims (however unwarrantable) states that everyone is presumed to know the law!

The volume takes the form of the text of the Act, which consists of twelve Parts, preceded by an Introduction which ably and concisely reviews the general effect of the whole Act. There is also an interesting foreword by Sir Gwilym Gibbon, late Director of the Local Government Department of the Ministry of Health. Each Part of the Act is introduced by a preliminary explanatory note, and extensive notes are appended to each section of the Act showing the effect of existing case and statute law thereon. There are the usual but indispensable Table of Cases and Statutes, full cross-references and Index. Another useful item is the Appendix containing valuable tables indicating where corresponding sections of repealed legislation can be found in the new Act and *vice versa*. The author, a local government officer, is well equipped for his job and has produced an eminently useful and practical work.

Law Relating to Shops. By H. Samuels, M.A., of the Middle Temple and Northern Circuit, Barrister-at-Law. 1937. Demy 8vo. pp. xiv and (with Index) 130. London: Sir Isaac Pitman & Sons, Ltd. 7s. 6d. net.

The writer of this book does not proceed by the method of setting out the various Shops Acts with annotations, but in nine chapters has stated the law relating to shops and employment in shops in a clear and logical order. The various prescribed forms and notices are set out. The book is thoroughly up to date and deals with the Shops (Sunday Trading Restriction) Act, 1936, which comes into force on the 1st May. Though intended primarily for the legal profession, the book should be of great assistance not only to trade organisations, but to shop-keepers generally. The book has an excellent index.

Books Received.

The Law relating to Housing and the Housing Acts. By Alfred R. Taylour, M.A., F.R.S.A., of Lincoln's Inn, Barrister-at-Law. Second Edition, 1937. Demy 8vo. pp. xcv and (with Index) 749. London: Hadden, Best and Co., Ltd. 42s. net.

How to read a Balance Sheet. By the late Francis W. Pixley, F.C.A., Barrister-at-Law. Ninth Edition, 1937. Edited by Andrew Binnie, F.C.A., C.A. Demy 8vo. pp. 71. London: Gee & Co. (Publishers), Ltd. 5s. 9d. net.

The County Court Pleader. A Guide to Pleadings and Evidence in Actions in the County Courts with Precedents of Claims and Defences. By Alexander Cairns, of the Middle Temple and Northern Circuit, Barrister-at-Law. 1937. Royal 8vo. pp. xxvii and (with Index) 608. London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. £1 10s. net.

To-day and Yesterday.

LEGAL CALENDAR.

8 MARCH.—On the 8th March, 1642, the House of Lords was considering the case of Sir Edward Herbert, Charles I's Attorney-General, who, having taken an active part in the attempted impeachment of Lord Kimbolton and the five members of Parliament chiefly responsible for the passing of the Grand Remonstrance found himself impeached in his turn. In vain was a letter from the King produced declaring that the proceedings had been by royal command. The Lords were resolute to go on with the case. Mr. Serjeant Wylde even objected to the accused being allowed counsel, but this was overruled.

9 MARCH.—On the 9th March, "the Lords proceeded in the Attorney-General's Cause, and his counsel were told that they were to begin with assisting him in his defence upon their peril." But the counsel stood in considerable fear of the Commons' vengeance if they acted vigorously for the accused, and tried to excuse themselves on the plea that they had not come prepared to argue the question of privilege and asked for time to consider it, but they found they had fallen between two stools, for the Lords construed their hesitation as a contempt and committed them to the Tower.

10 MARCH.—On the morrow, the 10th, the Attorney-General was again ordered to make his defence, but a fresh array of counsel proved equally shy of assisting him. Serjeant Pheasant desired to be excused in a matter which required so much pains, on account of his bodily infirmities, while Serjeant Green urged the intricacy of the matter and the shortness of the notice he had had to take up the case and pleaded for more time. Unable to commit all the leaders of the Bar to the Tower, the Lords did not punish them and at last the trial proceeded with other counsel. Herbert was found guilty, but not punished.

11 MARCH.—Talkative and boastful prisoners should learn a lesson from the fate of Moses Fernely, tried at the Lancaster Assizes on the 11th March, 1831. In gaol, when one of his fellow prisoners had asked him what his crime was, he had answered cheerfully: "A damn sight worse than yours—wilful murder, if they can prove it. But they cannot prove it, as they did not see me do it." He then proceeded to relate to a small group of men how he had killed his five year old stepson with a dose of oil of vitriol. His communicativeness on this occasion went a long way to sending him to the gallows.

12 MARCH.—Round about 1860, there were so many cases of murder within the ranks of the army that it was seriously considered that it might become necessary to substitute the military for the civil courts in dealing with them. On the 12th March, 1861, Robert Hackett, a remarkably fine man, a private in the 61st Regiment, was tried at Exeter for the murder of Sergeant Jones. They had served in India together, bore excellent characters and were on the best of terms. On the fatal day, there had been words between them over a friend whom Hackett had brought into the mess and whom he accused Jones of insulting, but there was plenty of evidence that when he came in later on with a loaded rifle which he fired, killing the sergeant, he was "staggering drunk." He was convicted and executed.

13 MARCH.—On the 13th March, 1383, Michael de la Pole was appointed Lord Chancellor in succession to Robert Braybrook, Bishop of London.

14 MARCH.—On the 14th March, 1890, Mr. Baron Dowse, sitting at the Tralee Assizes, noticed an open window and ordered it to be closed, saying that he had a cold and did not wish to leave his bones in Kerry. That very day he was taken ill quite suddenly and died twenty minutes later in the court house.

THE WEEK'S PERSONALITY.

Michael de la Pole, Earl of Suffolk, was one of those staunch friends of Richard II, whose loyalty to their King brought them nothing but misfortune, for, after a long and distinguished career as statesman and soldier, he was forced to fly abroad and ended his life in exile. His versatility shines brightly in the speech of Lord Scrope in his defence when he was impeached. "The individual now accused of misconduct as Chancellor," he said, "had served in war thirty years as a knight banneret without disgrace, had thrice been a captive in the hands of the enemy and had been governor of Calais, Admiral of the Fleet and oftentimes ambassador from the King to foreign states—in all which capacities he had conducted himself with the purest honour as well as with the highest ability." All this seems a strange prelude to the exercise of judicial functions, yet as Chancellor he gave general satisfaction by his adjudications, though an exception must be made in the case of one Cavendish, a London fishmonger, who, having an action before him, was assured by his clerk that he was sure to get judgment if he paid him £4 for himself and £40 for his master. The fishmonger being short of ready money proceeded to pay the bribe in fish, and when the case went against him complained to the House of Lords. The Chancellor thereupon chid his clerk and paid for the fish while poor Cavendish was ordered to pay him 1,000 marks for defamation and imprisoned till the fine was discharged.

A LOSS TO THE BENCH.

It will be a long time before Mr. Justice Eve ceases to be missed at the Law Courts. More than most of the judges who have exercised judicial functions in the cloistered quiet of the equitable jurisdiction, he was familiar to the layman and popular with him. Innumerable are the stories that have gathered round his robust and genial figure. He used to tell how on his first caravan holiday, in 1882, he set off one Sunday morning for Ashdown Forest, from the north of London, at five o'clock in the morning. But unfortunately the wheels got stuck in the tramlines in Holloway Road, and there he had to wait till spare wheels could be got, just as everyone was going to church. Another of his stories related to an illness that once laid him low. "My ministering angels," he said, "laid out for me a yellow-looking custard and a bowlful of swill. I poured them into a vessel and took them to a quiet part of the house. In another ten minutes I was in the West End enjoying a glorious pork chop, which was the saving of my life."

BRIGHTER PRISONS.

Those enlightened reformers who are so anxious to turn prison into a home from home have gone far, but recent reports from beyond the seas contain the germs of ideas which must be new even to them. First, take Detroit, where a gentleman, suspected of being the executioner of a secret society, awaited trial in a cell so situated that not only could he exchange greetings with a young lady playing a piano in the women's sewing-room, but she could accept his invitation to climb up and see him some time. Here is her tribute to the accommodation: "He certainly had a nice room with a bathroom and radio and everything. Whenever a policeman came through, I ducked behind the shower-bath curtain." That leads us to Paris, where a compassionate gaoler ordered the social life of his charges with a truly Gallic discretion, setting aside a cell to be placed at the disposal of prisoners for the reception of ladies who called on them. In the circumstances, it is astonishing that any of his guests should have wanted to escape, but one succeeded in disappearing, and the court took rather an unfavourable view of the system of hospitality. Perhaps, therefore, our own little Guernsey is the best of all. If recent reports are true, some prisoners have been able, by secret possession of duplicate keys, to walk out at night, going home or even attending dances. But (fine tribute to their temporary abode!) they were always back by morning.

Notes of Cases.

Judicial Committee of the Privy Council.

Attorney-General for Canada *v.* Attorney-General for Ontario and Others.

Lord Atkin, Lord Thankerton, Lord Macmillan, Lord Wright and Sir Sidney Rowlatt. 28th January, 1937.

CANADA—CONSTITUTIONAL LAW—PARLIAMENT OF CANADA—LEGISLATION FOR COMPULSORY UNEMPLOYMENT INSURANCE—WHETHER *Ultra Vires*—BRITISH NORTH AMERICA ACT, 1867 (30 & 31 Vict. c. 3), s. 91 (1) and (3).

Appeal, by special leave, by the Attorney-General for Canada from the judgment of the Supreme Court of Canada, dated the 17th June, 1936, answering in the affirmative, by a majority of four to two, the following question referred to the court by order of the Governor-General in Council, dated 5th November, 1935: Is the Employment and Social Insurance Act, 1935, or any of the provisions thereof, and in what particular or particulars or to what extent, *ultra vires* of the Parliament of Canada? The majority of the Supreme Court held that the legislation was *ultra vires*. The Attorney-General for Ontario supported the appeal. The Attorney-General for New Brunswick supported the majority opinion in the Supreme Court.

LORD ATKIN, giving the judgment of the Board, said that in substance the Act provided for a system of compulsory unemployment insurance of a now familiar type. The funds required for making the necessary payments were to be provided partly from money provided by Parliament, partly from contributions by employed persons, and partly from contributions by the employers of those persons. *Primâ facie*, provisions as to insurance of that kind, especially where they affected the contract of employment, fell within the class of property and civil rights in the Province, and would be within the exclusive competence of the Provincial Legislature. It was sought to justify the validity of the Dominion legislation on the ground of the special importance of unemployment insurance in Canada at the time of, and for some time previous to, the passing of the Act. But the Act did not purport to deal with any special emergency, and its operation was intended to be permanent. All the members of the Supreme Court agreed that it could not be supported on the suggested existence of any special emergency. Their lordships found themselves unable to differ from that view. The argument found favour with the Chief Justice and Davis, J., that the legislation could be supported under the enumerated heads, 1 and 3 of s. 91 of the British North America Act, 1867, namely: (1) The public debt and property; (3) The raising of money by any mode or system of taxation. The argument was that the obligation imposed on employers and employees was a mode of taxation, that the money so raised became public property, and that the Dominion had then complete legislative authority to direct that the money so raised, together with assistance from money raised by general taxation, should be applied in forming an insurance fund and generally in accordance with the provisions of the Act. That the Dominion might impose taxation for the purpose of creating a fund for special purposes and might apply that fund for making contributions in the public interest to individuals, corporations, or public authorities, could not, as a general proposition, be denied. But assuming that the Dominion had collected a fund by means of taxation, it by no means followed that any legislation which disposed of it was necessarily within Dominion competence. It might still be legislation affecting the classes of subjects enumerated in s. 92, and, if so, would be *ultra vires*. In other words, Dominion legislation, even though it dealt with Dominion property, might yet be so framed as to invade civil rights within the Province, or encroach on the classes of subjects which were reserved to Provincial competence. To hold otherwise would afford the Dominion an easy passage into the Provincial domain. In the present case, their lordships agreed with the majority of the Supreme Court in holding that in pith and substance this Act was an insurance Act affecting the civil rights of employers and employed in each Province, and as such invalid. The other parts of the Act were so inextricably mixed up with the insurance provisions of Part III that it was impossible to sever them. It followed that the whole Act must be pronounced *ultra vires*, and their lordships would humbly advise His Majesty that the appeal be dismissed.

COUNSEL: *R. S. Robertson*, K.C., *L. S. St. Laurent*, K.C., *C. P. Plaxton*, K.C., and *Peter Wright*, for the appellant; *The Attorney-General for Ontario* (A. W. Roebuck, K.C.) and *I. A. Humphries*, K.C., for the respondent, the Attorney-General for Ontario: *The Attorney-General for New Brunswick* (J. B. McNair, K.C.) and *Frank Gahan*, for the respondent, the Attorney-General for New Brunswick.

SOLICITORS: *Charles Russell & Co.; Blake & Redden.*

[Reported by R. C. CALBURN, Esq. Barrister-at-Law.]

House of Lords.

Smart *v.* Lincolnshire Sugar Co. Ltd.

Lord Atkin, Lord Thankerton, Lord Russell of Killowen, Lord Macmillan and Lord Roche. 21st January, 1937.

REVENUE—INCOME TAX—SUGAR SUBSIDY—"ADVANCES" TO COMPANY—WHETHER ASSESSABLE—BRITISH SUGAR INDUSTRY (ASSISTANCE) ACT, 1931 (21 & 22 Geo. V, c. 35), s. 2, Sched. III, cl. 6.

Appeal by the Lincolnshire Sugar Company, Limited (in liquidation) from an order of the Court of Appeal (79 SOL. J. 941) allowing an appeal by the Crown from a judgment of Finlay, J. (79 SOL. J. 593), whereby an appeal by the Crown on a case stated by the Commissioners for the Special Purposes of the Income Tax Acts was dismissed and the decision of the Commissioners affirmed.

The appellants were engaged in the manufacture of sugar from beet grown in Great Britain. Under the British Sugar (Subsidy) Act, 1925, they received certain sums by way of subsidy in respect of sugar manufactured by them. They included those sums in their profit and loss accounts as trading receipts, and the sums were so treated in the calculation of their profits for income tax purposes. Certain companies, including the respondents, being in need of further assistance, the British Sugar (Assistance) Act, 1931, was passed, being described as "an Act to provide for the making of advances to certain companies for the recovery in certain events of the whole or some part of the advances . . . and for remission of any balance . . . not so recovered." Under this Act the respondents, between the 18th October, 1931, and the 3rd January, 1932, received advances totalling some £17,494, none of which sum became repayable, although it was liable under the Act to become so in certain contingencies. In the assessment of the respondents to income tax for the year in question, the sum of £17,494 was taken into account. It was contended for the company that the advances were in the nature of loans, because they were liable to repayment in certain circumstances. It was contended for the Crown that they were in the nature of revenue and constituted trading receipts. The Commissioners held that they were loans, and reduced the assessment.

LORD MACMILLAN said that, if the nature of the payments were to be determined solely by the terminology of the statute, there might be much to be said for the view adopted by the Commissioners and by Finlay, J. But in his (his lordship's) view, the question ought not to be decided on merely verbal arguments. What to his mind was decisive was that those payments were made to the company that the money might be used in their business. There he definitely

parted company with Finlay, J., who thought that "they were not subsidies or grants to assist the company in their business." It was with the very object of enabling them to meet their trading obligations that the "advances" were made: they were intended artificially to supplement their trading receipts so as to enable them to maintain their trading solvency. If the "advances" had in any year been carried to the credit of the company's trading account, as might properly have been done, and the trading account had in consequence shown a profit instead of a loss, could it be doubted that the credit balance would rightly have entered into the computation of the company's profits or gains for tax purposes? In the year with which their lordships were concerned—namely, 1931-32—"advances" were received by the company which were intended to be used, and could properly have been used, to meet their current trading obligations, and in that year the contingency of possible repayment did not in fact arise. In his opinion, the "advances" ought accordingly to be taken into account in computing the balance of the company's profits and gains for that year. He rested his judgment on his view of the business nature of the sums in question which the company received in 1931-32. He thought that they were supplementary trade receipts bestowed on the company by the Government, and proper to be taken into computation in arriving at the balance of the company's profits and gains for the year in which they were received. He was accordingly in favour of dismissing the appeal, with costs.

The other noble Lords concurred.

COUNSEL: *Raymond Needham*, K.C., and *R. E. Borneman*, for the appellant company; *The Solicitor-General* (Sir Terence O'Connor, K.C.) and *R. P. Hills*, for the Crown.

SOLICITORS: *Romer, Skan & Brashier; The Solicitor of Inland Revenue.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Court of Appeal.

Farmer *v.* Hyde.

Slesser and Greene, L.JJ., and Luxmoore, J.
9th February, 1937.

LIBEL—JUDICIAL PROCEEDINGS—APPLICATION TO COURT TO MAKE STATEMENT—APPLICANT NOT PARTY OR WITNESS—DEFAMATORY STATEMENT—NEWSPAPER REPORT—FAIR AND ACCURATE—LAW OF LIBEL AMENDMENT ACT, 1888 (51 & 52 Vict. c. 64), s. 3.

Appeal from a decision of Macnaghten, J.

In 1934 there were proceedings between the plaintiff and his wife before the Southend magistrates. He subsequently brought a libel action against certain newspapers in respect of a report of those proceedings. Both before the magistrates and at the hearing of the action the name of one Davidson was mentioned, and in his opening speech the plaintiff's counsel severely criticised his behaviour as did also the plaintiff in giving evidence. Thereupon, Davidson, who was not a party to the action, rose and asked to make an application to the judge, saying: "I want to contradict the many lies that have been told in this court." This was reported in certain newspapers giving an account of the case as follows: "It was when Mr. Terence O'Connor, K.C., rose to open the defence that Mr. Davidson, who was wearing a clerical collar, stood up in court and shouted: 'May I make an application?' 'Who are you, sir?' the judge demanded. 'I am the Rector of Stiffkey, and I want to contradict the many lies that have been told in this court,' was the reply. 'You mean,' said Mr. Justice Hawke, 'that you are Mr. Davidson. Then you will sit down.' 'I have a precedent for it,' Mr. Davidson exclaimed." The plaintiff now sued the proprietors of the newspapers reporting the matter, in respect of alleged defamation. He relied on the fact that he was the only witness who had given evidence when the intervention was made, and alleged that the words meant that he was a liar and a perjurer. The defendants denied that the words were capable of bearing a meaning defamatory of the plaintiff, and relied on the Law of Libel Amendment Act, 1888, s. 3. Macnaghten, J., in summing up, told the jury that if they considered Davidson was a person of such bad character that any damage the plaintiff might suffer by being criticised by him could only be nominal, they might find for the defendants. The jury gave a verdict for the defendants, and judgment was entered accordingly.

SLESSER, L.J., dismissing the plaintiff's appeal, held that there had been misdirection, and said that the respondents had contended under Ord. XXXIX, r. 6, that a new trial should not be granted because it had occasioned no substantial miscarriage. The contention was not well founded, because where one was dealing with general damages, and through misdirection the jury had not considered the question of damages at all, the Court of Appeal should not speculate what damages the jury would have given if they had received proper direction (*Bray* v. *Ford* [1896] A.C. 44). The respondents had also relied on the Law of Libel Amendment Act, 1888, s. 3. The reports were fair and accurate and the question was whether they were reports of proceedings publicly heard before a court exercising judicial authority. The effect of the cases was that when something was done which was in any way related to the proceedings as such and could be done in the proceeding, that might be said to be "proceedings publicly heard," and a report might be said to be protected. His lordship referred to *Lynam* v. *Gowing*, 6 L.R. Ir. 259; *Hope* v. *Leng*, 23 T.L.R. 243, at p. 245; and *Usill* v. *Hales*, 3 C.P.D. 319, at p. 328. Cases constantly occurred in which persons either by themselves or by counsel sought to get the judges to allow a statement to be made on their behalf. Though the judge might have jurisdiction to hear them, he would have none to decide anything, because there was no issue in which those persons were concerned. But such an application would be made in the course of the proceedings, and it did not make any difference that in the course of the application defamatory matter was published about someone else. The Act gave the newspaper owners complete protection.

GREENE, L.J., and LUXMOORE, J., agreed.

COUNSEL: *M. O'Connor; Sir William Jowitt*, K.C., and *H. Marks.*

SOLICITORS: *Vivian J. Williams & Co.; Theodore Goddard & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Rhokana Corporation Ltd. *v.* Commissioners of Inland Revenue.

Lord Wright, M.R., Romer and Greene, L.JJ.
4th, 5th and 8th February and 4th March, 1937.

REVENUE—INCOME TAX—DEBENTURES IN ENGLISH COMPANY—INTEREST—PAYABLE AT OPTION OF HOLDER IN DOLLARS IN NEW YORK AT FIXED RATE TO £—WARRANTS CASHED IN NEW YORK—DEPRECIATION IN VALUE OF STERLING—ADDITIONAL ASSESSMENT—VALIDITY—INCOME TAX ACT, 1918 (8 and 9 Geo. 5, c. 40), All Schedules Rules, r. 21.

Appeal from a decision of Lawrence, J. (80 SOL. J. 738).

The respondent company issued certain 7 per cent. debentures secured by a trust deed providing (*inter alia*) that the interest on the debentures should be paid in sterling in London or in U.S.A. dollars, at a fixed rate of exchange of 4.86 dollars to the £. (Equivalent provisions followed for payment in Dutch florins.) The interest was to be paid by cheque or warrant on the company's bankers, sent through the post, every such cheque or warrant to be payable to the order of the person to whom sent. Payment of the cheque or warrant, if purporting to be duly indorsed, was to be a satisfaction of the interest. When, in October, 1931, England went off the

gold standard with the consequent depreciation in the dollar value of the £, many of the debenture-holders exercised their option of encashing their December, 1931, dividend warrants in New York, the rate which they obtained being fixed at 4.86 dollars to the £, although the actual depreciated value of the £ was in the neighbourhood of 3.39 dollars. A substantial additional assessment for the year ended the 5th April, 1932, was made on the respondents under r. 21 of the All Schedules Rules of the Income Tax Act, 1918. The additional assessment was computed by taking the sterling value in dollars (at the fixed rate of 4.86) of the warrants encashed in New York and re-converting them into sterling at the estimated middle rate of exchange at the 31st December, 1931, namely, 3.39. On appeal against the additional assessment it was contended for the respondents (1) that they were assessable under r. 21 on payment of interest; (2) that the interest was paid by the posting of the interest warrants to the debenture-holders; (3) that in respect of that payment the company had already been assessed to and paid income tax; (4) that under the terms of the trust deed the respondents had the option to pay in sterling or in foreign currency. It was contended for the Crown (1) that the warrant being paid by the company in New York in dollars, the payment was one of interest in dollars and not in sterling; (2) that, for the purposes of r. 21, that payment must be converted into sterling at the rate of exchange current at the due date of payment. The Crown now appealed from a decision of Lawrence, J., holding that the right to get dollars or guilders was an added right and did not affect the interest on the debentures, which was payable as interest in sterling and that r. 21 had no application to the added right, and setting aside the assessment.

LORD WRIGHT, M.R., allowing the appeal, said that the option was given to the holder for his benefit and exercisable by him. It was provided that the interest should be paid by cheque sent through the post and this referred to the initial machinery for effecting payment. Payment in the full sense was dealt with in the provision that payment of the cheque should be satisfaction of the interest. That meant payment at the place and in the currency selected by the holder. Such payment was subsequent to the posting of the warrant. There was not a payment limited to a payment in sterling when the warrant was posted and a separate and subsequent payment in dollars, if the dollar option was exercised. Further, the deduction of tax under r. 21 was only made when the payment was made. It was actually effected by paying the net amount. On the certificate, the gross sum, the tax deduction and the net sum were shown in sterling and on the warrant the net sum was in sterling. If the amounts had been shown in the three currencies, the difficulty about making the deduction on the warrant could not have been felt. Here the dollar payment was payment of interest of money within r. 21, after deducting a sum representing the amount of tax at the appropriate rate. It was a payment of money, though, in order to bring the dollars into computation for United Kingdom income tax, it was necessary to turn them into sterling. The payment would not be the less within r. 21 because it was made out of the United Kingdom. His lordship referred to Case IV, Sch. D, r. 1, and to Case V and to *Payne* v. *Deputy Federal Commissioner of Taxation* [1936] A.C. 497, and said that there was no reason for excluding the discharge of an obligation expressed in foreign currency from the application of r. 21. There was a "payment" and a "deduction" within the meaning of the rule. In the case of a dollar payment, the sum of dollars by which the contractual payment was diminished to comply with the provisions of the rule as to deduction was "a sum representing the amount of tax," notwithstanding the fact that before deduction could take place a calculation based on the sterling value of the dollar must be made. The appeal must be allowed, and the relevant date of conversion from dollars into sterling was the date of the actual payment.

COUNSEL: *The Attorney-General* (Sir Donald Somervell, K.C.), and *R. Hills*; *Latter*, K.C., and *Andrewes Uthwatt*.
SOLICITORS: *Solicitor of Inland Revenue*; *Holmes, Son & Pott*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Ossemsley's Estates Ltd.

Clauson, J. 28th January, 1937.

VENDOR AND PURCHASER—SALE OF LAND—CONTRACT—PART OF LAND DESCRIBED AS "AT ONE TIME" SUBJECT TO RENT-CHARGE—SPECIAL CONDITION—PURCHASER TO ACCEPT FUND IN COURT AS INDEMNITY—NO SPECIAL CONDITION AS TO OTHER LAND—OTHER LAND ALSO SUBJECT TO RENT-CHARGE—DISCLOSURE IN ABSTRACT OF TITLE—VENDORS' REFUSAL TO APPLY TO COURT TO EXONERATE LAND—WHETHER ANY MISREPRESENTATION.

In February, 1936, the vendors, X Ltd., and the purchasers, Y Ltd., entered into a contract for the sale of (*inter alia*) A land and B land. The contract by cl. 9 (*a*) stated that A land "was at one time" subject to a yearly rent-charge of £300, charged thereon and on other property by the will of a testator, but with the benefit of an indemnity provided by a fund paid into court. It was made a special condition that the purchasers should accept this as a full and sufficient indemnity against the rent-charge. There was no such provision in the contract with regard to the B land. The delivery of an abstract of title disclosed that both the A land and the B land were subject to the rent-charge. It appeared that the state of affairs was as follows: The land in question, together with other land, was part of the real estate of a testator whose estate was being administered by the court. The whole had been subject to a perpetual rent-charge of £300 a year, but on the sale of part of it, C land, steps had been taken to enable the purchaser to be given a title clear of the rent-charge. Accordingly, he had been authorised to pay into court £1,200, a sum sufficient to provide in full for the rent-charge, and it had been ordered that upon a sum of consols, already in court, representing other real estate of the testator, being carried over to the same account to make a fund sufficient to produce the amount of the rent-charge, the parties should be at liberty to apply for an order declaring the C land free from the rent-charge. Although there was thus a specific sum in the rent-charge account ample to secure the owners of the rent-charge, no step had been taken to discharge the whole of the estate from it. Therefore, so far as the A land and the B land were concerned, the rent-charge was still technically in existence. In their observations on replies to requisitions, the solicitors of the purchasers took this point and requested the vendors to procure the necessary order exonerating the rest of the property from the rent-charge under the Law of Property Act, 1925, s. 50, or, alternatively, to allow the purchasers compensation equivalent to the expense of obtaining such an order. (In this observation they said, in error, that cl. 9 of the contract stated that the A land and the B land "was at one time" subject to the rent-charge, whereas, in fact, the clause only related to the A land). The vendors' answer to the observation in May, 1936, was that the contract provided that the purchaser should accept the fund in court as sufficient indemnity against the rent-charge. In July (and not within the period of seven days prescribed by The Law Society's General Conditions of 1934, condition 9) the purchasers' solicitors wrote saying that cl. 9 (*a*) was misleading, repeating their request and foreshadowing proceedings, should that request not be complied with. No reply was received and in September, 1936, the purchasers took out a summons, in which for the first time the special point was taken that the B land was not covered by the condition at all. The summons asked for a declaration that the purchasers were entitled to compensation in respect of the B land being subject to the

rent-charge and in respect of the fact that the A land was still subject to the rent-charge and that there was no such indemnity against it as represented by the contract. The vendors relied on the Law of Property (Amendment) Act, 1926, s. 1 (2).

CLAUSON, J., in giving judgment, said that the fund in court, so far as it was not required for meeting the rent-charge, belonged to one Brett, the person ultimately entitled to the testator's real estate. The land was all land which had from time to time been conveyed by him expressly with the benefit of the indemnity of the fund, so that the purchasers could put a stop order on it preventing it from being dealt with without reference to them. Though there was no order giving a purchaser of land from Brett express rights with regard to the fund, if the rent-charge holder enforced his rights against such a purchaser, that purchaser could claim to be indemnified out of the fund and Brett could not oppose the application. In those circumstances, these purchasers received land theoretically charged with a rent-charge but with ample protection from a fund in court, of which they knew at the date of the contract, reference having been made to it. "At one time" subject meant effectively subject and cl. 9 (*a*) was not misleading, and so with regard to A land the summons must fail. As to the B land, objection could have been taken that with regard to it there was no special condition and that the purchasers were entitled to compensation or else a clear conveyance, but the matter had proceeded on the footing that the purchasers were content to treat the matter as though the special condition had related to it too. Moreover, there had been no reply to the vendors' answer in May within the time prescribed by The Law Society's General Conditions, and in the circumstances the answer had to be taken as satisfactory. Therefore, with regard to the B land, the purchasers must be taken to have waived any objection.

COUNSEL: *Overton; Danckwerts.*

SOLICITORS: *Forsyte, Kerman & Phillips; Taylor & Humbert.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re Garner Motors Ltd.

Crossman, J. 28th and 29th January, 1937.

COMPANY—JOINT DEBTOR—SCHEME OF ARRANGEMENT—WHETHER JOINT DEBTOR RELEASED FROM LIABILITY—COMPANIES ACT, 1929 (19 & 20 Geo. 5, c. 23), s. 153.

In 1934, Garner Motors, Ltd., and Sentinel Waggon Works, Ltd., incurred a debt of £379 5s. 10d. under a contract with the Temple Press, Ltd., becoming jointly and severally liable. In 1935, Garner Motors, Ltd., went into voluntary liquidation. In 1936, the Sentinel Waggon Works, Ltd., entered into a scheme of arrangement which was sanctioned by the court under s. 153 of the Companies Act, 1929. Under this a new company, the Shropshire Wagon Works (1936), Ltd., was to be formed to take over the assets and undertake the liabilities of the company, and it was provided that the unsecured creditors of that company should "accept the provisions in their favour contained in this scheme in full satisfaction and discharge of their claims against the present company and the assets thereof." Having received what they were entitled to under the scheme, the Temple Press, Ltd., signed the following receipt: "Received from the Shropshire Wagon Works (1936), Ltd., the sum of £94 16s. 5d. together with an income note of the nominal amount of £31 12s. 2d. on account of the joint indebtedness to us of the Sentinel Waggon Works, Ltd., and Garner Motors, Ltd., in the sum of £379 5s. 10d." The Temple Press, Ltd., now claimed to be entitled to put in a proof of their debt in the liquidation of Garner Motors, Ltd. The liquidators rejected the proof, and the creditors now applied to the court for the reversal of this decision.

CROSSMAN, J., in giving judgment, said that the question was whether the effect of the scheme of arrangement was to release Garner Motors, Ltd., from its liability under the contract. Accord and satisfaction between a creditor and one of several debtors jointly and severally liable discharged the other debtors, unless it appeared from the terms of the agreement or surrounding circumstances that the creditor meant to reserve his rights against them (see Halsbury's Laws of England, vol. 7, p. 237). But a scheme of arrangement sanctioned under s. 153 of the Act did not have that effect (*ibid.*, vol. 5, p. 797, and *Dane* v. *Mortgage Insurance Corporation* [1894] 1 Q.B. 54). Discharge of one of several joint debtors by operation of law did not release the others, and s. 153 (2) gave the scheme a statutory operation. It was different from a mere agreement signed by all the necessary parties. This scheme did not release Garner Motors, Ltd., from its joint liability. It was not necessary to insert in such a scheme a reservation of the creditor's rights against a person jointly liable with the company (see Buckley on the Companies Acts, 11th ed., p. 321–2).

COUNSEL: *R. Lazarus; A. Berkeley.*

SOLICITORS: *Heywood & Ram; Constant & Constant.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

City Fur Manufacturing Co. Ltd. *v.* Fureenbond (Brokers) London Ltd.

Branson, J. 29th January, 1937.

SALE OF GOODS—FURS HELD IN WAREHOUSE SUBJECT TO DEBT OWING BY OWNER—FURS BOUGHT AND PAID FOR BY PLAINTIFFS—SUBSEQUENT DELIVERY BY VENDOR TO DEFENDANTS AS PLEDGE FOR SUM BORROWED IN ORDER TO REPAY WAREHOUSEMEN—RIGHTS OF PLAINTIFFS AND DEFENDANTS—SALE OF GOODS ACT, 1893 (56 & 57 Vict., c. 71), s. 25 (1).

Action.

One, Herman, bought a quantity of furs at an auction sale. The auctioneers, who acted as brokers between the vendors and purchaser, at Herman's request paid the vendors on his behalf, and held the furs as security for the advance thus made to Herman. In March, 1936, Herman sold some of the furs to the plaintiffs, who paid for them by bills payable in July and August. Those furs were duly redeemed from the auctioneers. In July, Herman sold the rest of the furs to the plaintiffs, who paid him by a bill of exchange on Herman's representation that he would use the bill to clear the amount outstanding against him with the auctioneers, and thus liberate the furs still in the auctioneers' warehouse. Herman, however, borrowed from the defendants £178, the amount of the auctioneers' claim against him. The defendants accordingly drew a cheque for that amount in favour of the auctioneers, who, on Herman's order, delivered the furs to the defendants who then held them as pledges for the £178 advanced to Herman. The plaintiffs now sued the defendants for the furs, alleging that they had passed to them by virtue of the two contracts of sale of March and July. The defendants relied on s. 25 (1) of the Sale of Goods Act, 1893, which provides: "Where a person having sold goods continues or is in possession of the goods . . . the . . . transfer by that person . . . of the goods . . . under any sale, pledge . . . to any person receiving the same in good faith and without notice of the previous sale, shall have the same effect as if the person making the delivery . . . were expressly authorised by the owner of the goods to make the same."

BRANSON, J., said that, although the furs had become the plaintiffs' property, the question arose whether, by virtue of s. 25 (1), the defendants were entitled to hold them as if the delivery to them had been expressly authorised by the plaintiffs. He (his lordship) thought that the defendants brought themselves within the language of the sub-section. It was contended for the defendants that Herman was in possession of the furs throughout, or at any rate after the

auctioneers had received the £178 from the defendants, after which the delivery of the furs to them had taken place. In his (his lordship's) opinion, it was made plain by reference to s. 1 (2) of the Factors Act, 1889, that it was sufficient under that Act that possession should be possession by another person on behalf of the person whose possession was material. He (his lordship) saw no reason why the same construction should not be put on " in possession of the goods " in s. 25 (1) of the Act of 1893. Possession by an agent or a warehouseman was a well-known form of possession in the business world, and the meaning of the word need not be confined to actual possession of the person who sold the goods. The goods had been Herman's until sold to the plaintiffs. They were in the auctioneers' possession subject to an arrangement by which Herman could obtain them at any moment by paying what was due on them. They had been in Herman's possession from the beginning, because the auctioneers had held them on his behalf. That was not less true because the goods were held on Herman's behalf subject to his discharging the obligation on account of which they were pledged. The first part of s. 25 (1) being accordingly satisfied, the question remained whether there was a transfer by Herman of the goods under any sale, pledge or other disposition. It could not be doubted that there was. He had contracted with the defendants that, if they would pay £178 in order to clear the goods, they should have the goods under pledge. That transaction was carried out by Herman's orders, the auctioneers handing the goods to the defendants when they received Herman's order to do so. That constituted a transfer by Herman of the goods under a contract of pledge. The mere fact that the contract was made before the transfer could be carried out did not seem to him (his lordship) to affect the position. There must be judgment for the defendants.

COUNSEL: *G. O. Slade* and *C. F. J. Baron*, for the plaintiffs; *H. U. Willink*, K.C., and *P. B. Morle*, for the defendants.

SOLICITORS: *Herbert Baron & Co.; Sutton, Ommanney and Oliver.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

King *v.* Bull.

Lord Hewart, C.J., Swift and Goddard, JJ.
3rd February, 1937.

WIRELESS TELEGRAPHY—EXTENSION LOUD-SPEAKER IN FLAT—FLAT ONE OF A BLOCK—RECEIVING SET INSTALLED IN PART OF PREMISES OCCUPIED BY LANDLORDS—PROGRAMMES RECEIVED BY TENANT BY PLUGGING IN HIS LOUD-SPEAKER—WHETHER BOUND TO TAKE OUT A LICENCE—WIRELESS TELEGRAPHY ACT, 1904 (4 Edw. 7, c. 24), s. 1 (3), (7).

Appeal, by case stated, from a decision of the magistrate sitting at Marylebone Police Court.

An information was preferred by the appellant, King, who had been duly authorised to bring the proceedings on behalf of the Postmaster-General against the respondent, Bull, charging him with unlawfully working apparatus for wireless telegraphy contrary to s. 1 (3) of the Wireless Telegraphy Act, 1904. At the hearing of the information the following facts were proved or admitted: The respondent was the occupier and tenant of premises, which consisted of a self-contained flat, being one of a block of similar flats, all the property of the same landlords. There were installed in separate premises in the block of flats occupied solely by the landlords, their servants or agents, two wireless receiving sets, for which the landlords were liable to pay the 10s. receiving licence fee. Each receiving set was fitted with an amplifier, which was connected by wires to a corresponding socket installed in each of the flats, including the premises occupied by the respondent. In the respondent's flat there was installed a loud-speaker, fitted with a wire and a plug, which he had from time to time inserted into one or other of the sockets, having thereby received either the National or the Regional programme of the B.B.C. It was not possible for the respondent to obtain reception of the broadcast programme through the loud-speaker without inserting the plug into one or other of the sockets. He was not the holder of a licence to work apparatus for wireless telegraphy pursuant to s. 1 (3) of the Wireless Telegraphy Act, 1904. The operation and tuning of the two receiving sets were under the sole control of the landlords. The sets were switched off every night at 11 p.m. The magistrate dismissed the information.

LORD HEWART, C.J., said that the magistrate had held that " working " in the Act of 1904 must mean tuning-in, and that there was no working except tuning-in. That construction of the law as applied to the facts was erroneous. The important words were in s. 1 (3) of the Act of 1904: " if any person works any apparatus for wireless telegraphy without a licence." Those words, it was said, were complicated or illustrated by the subsequent definition in s. 1 (7), which, in describing what wireless telegraphy was, used the words: " without the aid of any wire." It had been argued that the respondent had added a new something to the apparatus of the receiving set—namely, a wire which was no part of the wireless apparatus. That seemed to be an extremely unreal view of the matter. In his own flat, without a licence, the respondent had sought to have the advantage of the transmission of wireless messages from somewhere. So long as he did nothing, the message had no reality for him. To make the message reach him and be real for him, he had to do the particular acts which had been described. He was making use, in the last stage of the journey of the wireless message, of a wire, but the function of that wire was to make the transmission of the message useful to him. It was quite immaterial that, in the last fraction of the path of the wireless message, whether that path were one mile or 1,000 miles long, a piece of wire was used. The respondent did what he did in order to work a wireless apparatus. The piece of wire which he used would have had no meaning or interest to him otherwise. By means of it he tapped the wireless apparatus which transmitted wireless messages. Although it might well be that in 1904 the legislature had no conception of any such process or method, that was of no importance, if, by the words which were employed in the Act of that year, the legislature brought such a proceeding within the Act. What had happened in the present case was, he (his lordship) was satisfied, within the meaning of the words " working an apparatus for wireless telegraphy." It could be put in various ways—in particular, in two. One was that the particular part of the totality of the apparatus which the respondent had worked was itself apparatus for wireless telegraphy. The other was that the whole purpose in the transaction was to set to work for him and make useful to him the transmission of wireless messages which had involved the working of the apparatus as a whole. The case must be remitted to the magistrate with a direction to convict the respondent of the offence charged.

SWIFT and GODDARD, JJ., agreed.

COUNSEL: *The Solicitor-General* (Sir Terence O'Connor, K.C.) and *J. P. Ashworth*, for the appellant; *Maxwell Fyfe*, K.C., and *Hugh Saunders*, for the respondent.

SOLICITORS: *Solicitor to the Post Office: Perowne and Co.*

[Reported by R. C CALBURN, Esq., Barrister-at-Law.]

[For Table of Cases previously reported in current volume see page iii of Advertisements.]

A meeting of the Solicitors' Managing Clerks' Association will be held on Friday, 19th March, in the Gray's Inn Hall (by kind permission of the Benchers), when Mr. Hector Hughes, K.C., will deliver a lecture on " Some recent cases in the Law of Negligence." The chair will be taken at 7 o'clock precisely by The Right Hon. Lord Atkin. The meeting ends at 8 p.m.

Obituary.

MR. C. L. ATTENBOROUGH.

Mr. Charles Leete Attenborough, Barrister-at-Law, formerly Recorder of Great Grimsby, died at his home at Budleigh Salterton on Saturday, 6th March, at the age of eighty-four. Mr. Attenborough was admitted a solicitor in 1875, but was called to the Bar by the Inner Temple in 1891. For some years he was an alderman of Middlesex and chairman of the county licensing committee. He was appointed Recorder of Great Grimsby in 1918, and he resigned last year.

MR. H. S. G. BUCKMASTER.

Mr. Henry Stephen Guy Buckmaster, Barrister-at-Law, of New Court, Lincoln's Inn, died at Fulmer, Bucks, on Sunday, 7th March, at the age of fifty-one. Mr. Buckmaster was called to the Bar by the Inner Temple in 1915, and practised in the Chancery Division.

MR. G. D. KEOGH.

Mr. George Darell Keogh, LL.B., Barrister-at-Law, of Brick Court, Temple, died recently at the age of seventy. Mr. Keogh, who was called to the Irish Bar in 1884, and to the English Bar in 1897, was a member of Gray's Inn and the Middle Temple. He was a Bencher of Gray's Inn, and Treasurer in 1934 and Vice-Treasurer in 1935.

MR. H. BROADY.

Mr. Harold Broady, solicitor, of West Hartlepool, died on Saturday, 6th March, at the age of forty-six. Mr. Broady served his articles with Mr. J. R. Fryer, of West Hartlepool, and was admitted a solicitor in 1919. He was secretary of the West Hartlepool Solicitors' Association.

MR. R. E. DRUITT.

Mr. Robert Everard Druitt, solicitor, of Christchurch and Bournemouth, died on Monday, 1st March, at the age of fifty-two. Mr. Druitt, who was admitted a solicitor in 1908, was recently elected vice-president of the Bournemouth Law Society. He was honorary solicitor to the Christchurch Chamber of Trade.

MR. T. H. C. DUNN.

Mr. Thomas Henry Crute Dunn, solicitor, senior partner in the firm of Messrs. Hilder, Thompson & Dunn, of Jermyn Street, S.W., died at St. John's Wood on Thursday, 4th March. Mr. Dunn was admitted a solicitor in 1892.

MR. J. S. FINNEY.

Mr. John Shelmerdine Finney, solicitor, a partner in the firm of Messrs. Llewellyn & Son, of Tunstall, Staffs, died recently at the age of seventy-one. Mr. Finney was admitted a solicitor in 1906.

MR. T. R. HOCKING.

Mr. Thomas Richard Hocking, solicitor, senior partner in the firm of Messrs. Kinsey, Ade & Hocking, of Great Russell Street, W.C., died at Highgate on Saturday, 6th March. Mr. Hocking was admitted a solicitor in 1889.

MR. W. F. LAING.

Mr. William Frederick Laing, solicitor, senior partner in the firm of Messrs. Simey, Iliff & Laing, of Sunderland, died on Monday, 1st March, in his forty-sixth year. Mr. Laing, who was admitted a solicitor in 1919, was secretary of the Sunderland Incorporated Law Society.

MR. A. W. LEDBROOK.

Mr. Arthur William Ledbrook, solicitor, senior partner in the firm of Messrs. Campbell, Brown & Ledbrook, of Warwick, died on Monday, 1st March, at the age of seventy-two. Mr. Ledbrook served his articles with Messrs. Campbell and Lyttleton, of Warwick, and was admitted a solicitor in 1886.

MR. P. H. WEBB.

Mr. Percy Henry Webb, M.B.E., solicitor, of West Smithfield, E.C., and Walton-on-Thames, died on Thursday, 4th March, in his eighty-first year. Mr. Webb, who was educated at Marlborough, was admitted a solicitor in 1879. He was a Fellow of the Royal Numismatic Society, and was president from 1930 to 1935.

Parliamentary News.

Progress of Bills.

House of Lords.

Agricultural Wages (Regulation) (Scotland) Bill.
In Committee. [9th March.
British Shipping (Continuance of Subsidy) Bill.
Read Second Time. [9th March.
Children and Young Persons (Scotland) Bill.
Read Second Time. [9th March.
Defence Loans Bill.
Read First Time. [8th March.
Divorce (Scotland) Bill.
Reported, without Amendment. [4th March.
Folkestone Pier and Lift Bill.
Read Third Time. [9th March.
Glasgow Corporation Bill.
Read Second Time. [10th March.
Hastings Extension Bill.
Read Second Time. [9th March.
Kent Electric Power Bill.
Read First Time. [3rd March.
Lancashire Electric Power Bill.
Read Second Time. [10th March.
Liverpool Exchange Bill.
Read Second Time. [10th March.
Local Government (Financial Provisions) Bill.
Read First Time. [4th March.
Merchant Shipping Bill.
Read Second Time. [9th March.
Merchant Shipping (Spanish Frontiers Observation) Bill.
Read Second Time. [10th March.
Ministry of Health Provisional Order (Bedford) Bill.
Read Second Time. [10th March.
Ministry of Health Provisional Order (Colwyn Bay) Bill.
Read Second Time. [10th March.
Ministry of Health Provisional Order (Ealing Extension) Bill.
Read Second Time. [10th March.
Ministry of Health Provisional Order (Earsdon Joint Hospital District) Bill.
Read First Time. [9th March.
Ministry of Health Provisional Order (East Hertfordshire Joint Hospital District) Bill.
Read Second Time. [10th March.
Ministry of Health Provisional Order (Evesham and Pershore Joint Hospital District) Bill.
Read Third Time. [10th March.
Ministry of Health Provisional Order (Port of Manchester) Bill.
Read Third Time. [10th March.
Ministry of Health Provisional Order (Somerset and Wilts) Bill.
Read Second Time. [10th March.
Ministry of Health Provisional Order (Waltham Joint Hospital District) Bill.
Read Second Time. [10th March.
Ministry of Health Provisional Order (Wisbech Joint Isolation Hospital District) Bill.
Read Second Time. [10th March.
Newcastle-upon-Tyne Corporation (Trolley Vehicles) Provisional Order Bill.
Read Second Time. [10th March.
Public Health (Drainage of Trade Premises) Bill.
Read Second Time. [10th March.
Reserve Forces Bill.
Read Third Time. [4th March.
Wessex Electricity Bill.
Read Third Time. [10th March.

House of Commons.

Brighton, Hove and Worthing Gas Bill.
Reported, with Amendments. [8th March.
Caledonian Power Bill.
Second Reading Negatived. [10th March.

County Councils Association Expenses (Amendment) Bill.
Read First Time. [10th March.
Defence Loans Bill.
Read Third Time. [4th March.
Exportation of Horses Bill.
Read Second Time. [5th March.
Folkestone Pier and Lift Bill.
Read First Time. [9th March.
Harbours, Piers and Ferries (Scotland) Bill.
Reported, with Amendments. [4th March.
Hastings Corporation General Powers Bill.
Read Second Time. [8th March.
Huddersfield Corporation Bill.
Reported, with Amendments. [8th March.
Methylated Spirits (Scotland) Bill.
Read Second Time. [9th March.
Ministry of Health Provisional Order (Earsdon Joint Hospital District) Bill.
Read Third Time. [8th March.
Ministry of Health Provisional Order (South Nottinghamshire Joint Hospital District) Bill.
Read Second Time. [10th March.
National Health Insurance Act (Amendment) Bill.
Read First Time. [10th March.
North Metropolitan Electric Power Supply Bill.
Reported, with Amendments. [8th March.
Southampton Corporation Bill.
Reported, with Amendments. [10th March.
Wessex Electricity Bill.
Read First Time. [10th March.

Questions to Ministers.

HIRE-PURCHASE.

Mr. AMMON asked the Attorney-General whether his attention has been directed to the hardship to working-class people caused through the action of agents of companies operating the system of deferred payments, by which the heads of families become involved in debt in respect of goods of which they have no knowledge, and the further difficulty arising from summonses in respect of such debts being returnable at courts far distant from the place of residence of the defendants; and will he take whatever action is necessary to amend the law to remedy such grievances?

The ATTORNEY-GENERAL: The difficulty to which the hon. Member refers has recently been dealt with and I hope removed by the new County Court Rules, which came into force at the beginning of this year. When a wife contracts in the name of her husband, but without his knowledge or authority, to buy goods which are not necessaries and to pay for them by instalments, the husband has a good defence in law to a claim against him for the money due, and under the new Rules the proceedings will be in his local court, so that in future he ought to be able to defend himself against the claim. [4th March.

WORKMEN'S COMPENSATION.

Mr. JAMES GRIFFITHS asked the Home Secretary when the reports of the committees dealing with miner's nystagmus and lump-sum settlements under the Workmen's Compensation Act will be issued?

Sir J. SIMON: Both the subjects mentioned are being dealt with by one committee, and the same committee is also dealing with the important question of the general medical procedure and arrangements under the Workmen's Compensation Acts. The committee is expediting the preparation of its report, but I am afraid it is not yet possible to say when it will be completed. [4th March.

Societies.

City of London Solicitors' Company.

ANNUAL DINNER.

This Company held its annual dinner at the Mansion House on Thursday, 4th March, with the Master, Mr. ANTHONY PICKFORD, in the chair. After the company had honoured the loyal toasts, the MASTER proposed the health of the Lord Mayor, the Sheriffs, and the Corporation of the City of London. The Corporation, he said, was doing the good work which for centuries it had done for education, open spaces, the food supplies of London, cross-river traffic, art, literature, music, and last, but not least, charity. In dim, remote ages it had once dabbled in the supply of water, but had given it up, perhaps, because it had thought that water was rather an uninteresting subject. As long as the Corporation continued to do this good work for London, so long would its reputation stand as high as it did to-day. As the Company was, unfortunately, not one of the livery companies of the City, he could not accept any liability, legal or otherwise, for the conduct of the sheriffs, and anything that he had to say about them would be purely *ex gratia* and without prejudice. He had been told that they were all that sheriffs should be, and supported the Lord Mayor in his onerous duties with a zeal and devotion which was beyond all praise. The Lord Mayor was fortunate in coming to office in a year which promised to be so brilliant, and London was fortunate in securing his services for such a year. The ceremonies in which he would take part would test him to a quite unusual degree but, judging from the experience of the last four months, the Company could be confident that he would carry out those onerous duties with great dignity and marked ability. In the centuries which had rolled by there had been many brilliant and successful Lords Mayor, but when the present year was over his reign would be proclaimed as no less brilliant and no less successful than the greatest of them.

The LORD MAYOR (Sir George Broadbridge), in reply, welcomed the members of the Company, which was, he said, conducted on the lines of the ancient guilds. Solicitors were a very clever set of men, and if they failed at law should be able to make good livings as carpenters, for they could file a will, split a hair, chop logic, dovetail an argument, make an entry, get up a case, frame an indictment, empanel a jury, put them in a box, bore a court and chisel a client. The City Solicitors had doubtless been of great assistance to the Corporation in its arduous litigation. He congratulated the Master, the City's own Solicitor, on attaining to his high dignity. Whether Mr. Pickford acted as public prosecutor for the City or gave advice to the aldermen or the Court of Common Council, the job was always well done. Although the Company was only twenty-seven years old, it was flourishing greatly and might be expected to enjoy a ripe old age.

THE HOUSES OF PARLIAMENT.

Mr. H. S. SYRETT, Senior Warden, proposing the health of the Houses of Parliament, said that it was from Parliament that lawyers derived the laws which they had to administer and interpret. They might sometimes wish that the constant stream of legislation which proceeded from Parliament might cease for five years to give them time for digestion and assimilation, but as Englishmen they valued their Parliament as the foundation of the democratic system which was their pride. Lord Macmillan, who represented the Upper House, was a Scotsman. A few nights ago the Lord Mayor, in a delightful speech, had extolled the attractions of Scotland. Possibly some poor law student in Aberdeen or Glasgow would read the speech and say that London was the place to which he should go. Brilliant lawyers came in this way from the north to London to compete with southerners. The Law Society had recently published a rule to protect the profession against undercutting, but next time they should turn their attention to the law of immigration. Nevertheless, Scotland, when it sent men to England, sent of its best and most brilliant, and Lord Macmillan was one of the most brilliant Scotsmen who ever adorned the Bench. Not the least of his dignities was that of Chairman of the Court of London University. The City had made a substantial contribution to the work which Lord Macmillan was trying to do in building up that great university, and welcomed him not only as a distinguished lawyer but also as a great citizen of London and of the country. Sir Kingsley Wood, on the other hand, was one of themselves. He was an example of the old saying that every soldier had a field-marshal's baton in his knapsack, for he had practised for many years as a solicitor round the corner in Walbrook and still took out his practising certificate. The Company were proud to see a practising member of their profession in the exalted office of Minister of Health.

LORD MACMILLAN, replying for the hereditary branch of the Legislature, reflected that no one could be more unfitted for the task, for he was in the House of Lords entirely on merit. A life Peer was like an army mule: he had neither pride of ancestry nor hope of posterity. Nevertheless Lord Macmillan, arising out of and in the course of his employment, had found himself a peer, and in any case the Company were probably more interested in the legal than in the legislative aspect of the House. He recited the classical words of Lord Sands on the infallibility of the House of Lords ending, "To some of us the decisions of the House of Lords may seem inconsistent, but that is only a seeming. It is our frail vision that is at fault." He made an eloquent appeal for the establishment of a school for higher studies in law at the new University of London. This would not involve much expenditure, and he hoped the profession would realise that they should do something for that aspect of law and see that

in London, the centre of the country's great law courts, the High Court of Parliament, the Record Office and the national treasures of learning and history, a small and select body of men should be engaged to pursue these unremunerative studies which were of so much value to the practising members of the profession.

Sir KINGSLEY WOOD, M.P., who responded on behalf of the House of Commons, said he was glad to say he was still a member of the profession and one who owed much to it and enjoyed being among old friends again. He also spoke as a member of the Legislature, which year in and year out provided work for the legal profession. The annual volume of Public and General Acts showed no signs of suffering from malnutrition, and few Ministers made such an ample contribution to the statute book as the Minister of Health. The functions of the Legislature and the law sometimes differed, and faint criticism was occasionally heard that Acts of Parliament were complicated and difficult to interpret, because of the misdirected energy of Members of Parliament who legislated boldly with the confidence of ignorance. There existed pictures of sanguine legislators hastily scribbling in the Lobby the amendments which, when translated into Acts of Parliament, gravely disturbed the sedimentary deposit of the ages. Legislatures might plead in extenuation that life had become more complex and statutes must follow suit. In a simpler and a happier age a cook in the kitchen of a certain Bishop of Rochester had put poison in his master's food, and Parliament had proceeded to pass an Act laying down that poisoning should be treason and that the cook should be boiled to death. Here was lawmaking at its simplest: no legislation by reference, no complicated application to Scotland and Northern Ireland, no need for a financial resolution or even a White Paper. The task of the lawyer always remained, and the solicitor was often the scapegoat of the law. On him was vented the wrath of those who were on occasion bruised by its ponderous machinery. He had to explain the law, in the simplest terms open to him, to the man in the street, and also the decisions of the court, and particularly to console and explain to the unsuccessful litigant smarting at the cost of a faulty diagnosis of his grievance. Sir Kingsley wished the greatest success and happiness to all lawyers, and particularly to what was called the "lower" branch of the profession—presumably because of the lowness of its remuneration. They could indeed look round in a world where so many people had been deprived of their Parliaments and even of access to the courts of justice, and be glad that they could spend their lives and take their parts in making and administering the law of Great Britain which would ever remain the bulwark of liberty and freedom.

CRITICISM FROM AN EX-LAWYER.

The ARCHBISHOP OF CANTERBURY, proposing the health of the legal profession, said he did so with the more pleasure because he had at one time belonged to the legal profession. He had eaten his dinners and passed his examinations, but, having doubts that it was his true vocation and with the instinct of a Scot for avoiding needless expenditure, he had telegraphed to the Inner Temple on the morning of Call Day to remove his name from the list. He had, however, received full and plenary absolution, for that same Inn had elected him an honorary Bencher, so that without ever practising in the courts he had received a distinction which most busy barristers coveted for years and which he prized above all his other honours. One tendency which he observed in the legal profession was to use fifty words where to an ordinary layman five would suffice. He did not know whether the habit had become too ingrained for lawyers to betake themselves to a profitable study in economy of words. The greatest offender in this matter was the Parliamentary draftsman, who probably had the trade union instinct to provide work for his colleagues in practice. It was said of Calverley that when examined in divinity he had been asked his attitude towards the Decalogue. He had not known what the Decalogue meant, but had replied: "I regard it with admiration and awe." The Archbishop did not profess to understand the documents of lawyers, but sometimes regarded them with the same admiration and awe, though he humbly suggested that it might not always be necessary to use fifty words instead of five. The Bench were the most formidably dignified body, but individually most charming. A colleague of his had once compared the procession of judges returning from the Cathedral clothed with majesty and awe to a procession of the avenging angels on Judgment Day. This dignity they maintained on the Bench in a marvellous manner, except when they condescended to make pleasantries, which were welcomed with obsequious laughter in court and provided copy for the newspapers. The highest compliment to the Bench was, however, that its integrity was taken for granted.

Lord Justice GREENE, replying to the toast, said that the legal profession had stood for much in the various crises of the country's history. Its integrity, courage and independence had more than once saved our liberties. In looking round the world to-day one appreciated the fact that, when liberty was disappearing all round, in this island it remained, and in its preservation the legal profession played a great part. So long as the profession retained those qualities, the liberty of this country was safe. One of the great dramatists had said, "It is not walls that make a city, but men." Not motor-cars, wireless, streets and drainage made a civilisation, but the ideals in the consciences of the men who constituted a country. The first thing that a dictator did was to attack the legal profession, sometimes by the simple means of putting them up against a wall, and sometimes by obtaining from them a subservience which served his ends. Never would the legal profession in this country bow its neck to commands of that kind. It had traditions of courage and independence which would enable it to stand out against any attempt by any party or person to use it for their own ends.

Mr. E. A. REHDER, Junior Warden, then proposed the health of the guests. The Belgian Ambassador, he said, represented one of the most industrious peoples in the world. Thanks to that wonderful institution the British Broadcasting Corporation, the voice of His Grace the Archbishop had been audible in all homes and he had thereby become nearer and dearer to the people of the country. Six of His Majesty's judges had honoured the Company with their presence, and Mr. Rehder reminded Mr. Justice Clauson of a visit he had paid to his chambers twenty-odd years ago when they had been nearly wrecked during an air raid, the like of which he prayed might never occur again. He had intended to couple with the toast the name of Mr. H. A. Dowson, the esteemed President of The Law Society, but, owing to the modesty characteristic of all members of the "lower" branch of the profession, he substituted the name of the Marquess of Reading.

The MARQUESS OF READING, in reply, said that in the absence of the Solicitor-General he had had thrust upon him at short notice the duty of learning two leading parts: of responding for the guests and of proposing the toast of the Company and its Master and Wardens. One of these parts might be regarded as *suggestio falsi* and the other *suppressio veri*. Successive annual visits to Mr. Bertram Mills's circus had somewhat blunted his childhood sympathy for the prophet Daniel, but that evening his early compassion for that sorely-tried man had returned with redoubled force, although it was some comfort to him to realise that the lions had been recently and magnificently fed. The antiquated theory about the Bar being the higher branch of the profession had long ago been recognised as a bitter mockery. For sheer, supreme, overweening arrogance there was nothing to equal a solicitor describing himself as, of course, only belonging to the lower branch of the profession. Solicitors were the storks of the legal world. Barristers sat and watched them flighting towards the Temple with new-born bundles of papers carefully swaddled with tape depending from their purposeful beaks, and if they so much as hovered over a barrister's particular chambers he already saw in his mind's eye the announcement on the front page of next day's *Times*: "On such-and-such a date, to Mr. So-and-so, of Thingummy Court, Temple, the gift of a brief; counsel and clerk doing well."

The MASTER, in reply, appealed to members to help him increase the membership of the company. It had been his ambition during his term of office to raise the membership from 250 to 300. If one in every five members would each introduce one new member, his aim would be realised.

Among those present were His Excellency the Belgian Ambassador, Mr. Justice Clauson, Mr. Justice Hilbery, Mr. Justice Luxmoore, Judge Hargreaves, Sir T. Vansittart Bowater, Bart., M.P., Alderman Sir G. Wyatt Truscott, Bart., Sir E. R. Cook (Secretary of The Law Society), Sir Herbert Cunliffe, K.C. (Chairman of the Bar Council), Sir John J. Stavridi, Lt.-Col. Sir Hugh Turnbull, K.B.E., J.P. (Commissioner of City Police), The Hon. S. O. Henn Collins, K.C., Mr. Tristram Beresford, K.C., Mr. H. A. H. Christie, K.C., Mr. A. T. Miller, K.C. (Hon. Counsel), Mr. Cecil Whiteley, K.C. (Common Serjeant), Mr. G. Alchin, Mr. J. H. N. Armstrong (Past Master), Mr. G. J. Aronson, Mr. P. D. Botterell (Past Master), Mr. L. Bowker (City Remembrancer), Mr. C. E. C. Browne (Hon. Parliamentary Agent), Mr. J. R. Clynes, P.C., M.P., Major-Gen. B. B. Crozier, C.B., C.M.G., D.S.O., Rev. A. C. Don (Chaplain to the Speaker), Mr. H. A. Dowson (President of The Law Society), Mr. W. N. Earle (Secondary of London), Mr. H. D. P. Francis (Past Master), Mr. I. K. Fraser, Mr. R. S. Fraser (Past Master), Mr. D. T. Garrett, Dr. Jan Gerke (Czechoslovak Legation), Mr. W. Graham, Mr. G. R. Gregory, Mr. F. M. Guedalla (Past Master), Mr. J. M. Haslip (Past Master, Master of the Girdlers' Company), Mr. A. S. Hicks (Hon. Auditor), Mr. Deputy C. King-Farlow, J.P., C.C., Mr. G. B. Lomas-Walker, Mr. J. H. Macdonald,

Mr. G. L. F. McNair (Past Master), Capt. C. E. H. Master (High Sheriff of Surrey), Rev. F. G. Masters (Hon. Chaplain), Mr. M. C. Matthews (Past Master), Mr. J. Niven (Chairman of the Baltic), Mr. Alderman and Sheriff F. J. C. Pollitzer, Mr. G. S. Pott (Past Master), Mr. M. Silverston, Mr. E. J. Stannard (Past Master), Lt.-Col. R. Walker-Roylance, J.P. (Chairman of Lloyds), Mr. T. H. Wrensted (Past Master).

Sheffield District Incorporated Law Society.

The annual general meeting of the Sheffield District Incorporated Law Society was held at the Law Society's Hall, Campo Lane, Sheffield, on Wednesday, 3rd March, when the sixty-second annual report of the Committee was presented. The report may be summarised as follows :—

The following members have died during the past year : Mr. C. Stanley Coombe, Mr. J. Newton Coombe, Mr. C. Hodgkinson, Mr. P. M. Walker and Mr. J. B. Wheat.

The following new members have been elected : Mr. W. Adams, Mr. R. C. W. Blackburn, Mr. J. S. Carr, Mr. R. Elmhirst (Rotherham), Mr. W. J. Elmhirst (Rotherham), Mr. H. C. Howson, Mr. N. N. Saffer, Mr. J. M. Slack and Mr. A. N. Schofield (Worksop).

Mr. B. D. Gray (Doncaster), Mr. H. Ibberson (Barnsley), Mr. A. Smith (Barnsley) and Mr. R. F. Payne have resigned from the Society.

The number of members is now 191.

Order V, Rule 5a, of Rule of the Supreme Court (No. 3) dated 26th June, 1936.

By the above rule it was provided that all actions for recovery of principal and interest or possession under a mortgage should be assigned to the Chancery Division. The Committee felt that, though this rule might be beneficial in preventing powerful building societies exerting undue pressure on their mortgagors in certain cases, yet it would have the effect of making all applications to enforce mortgages unreasonably costly and protracted, particularly when in a large number of such actions there is a default of appearance. Representation was therefore successfully made by the Committee, through the Associated Provincial Law Societies, for some modification of the rule. The present position is fully explained in the December issue of *The Law Society's Gazette*.

Solicitors' Practice Rules, 1936.

The Committee has been in correspondence with the Council of The Law Society in regard to various points raised by members of this Society.

The Practice Rules are not, of course, intended to supersede the rules of any local law society with regard to non-contentious matters and, where there is a local scale prevailing in any district, that scale must not be contravened. It should, however, be noted that no scale of charges has yet been fixed by the Society to operate within the Sheffield district.

Tithe Act, 1936.

By the operation of this Act tithe rent-charge as from 2nd October, 1936, was converted into redemption annuities, which, by virtue of s. 13 of the Act are incumbrances which must be disclosed, otherwise penalties, as provided by s. 183 of the Law of Property Act, 1925, may be incurred.

The Committee therefore made representation to the London Law Society as to the necessity for some amendment to be made in The Law Society's Conditions of Sale to meet the change brought about by the Tithe Act. It is understood that the Council of The Law Society are taking the opinion of counsel on the point, and no doubt the Committee will in the near future receive a further communication in the matter.

Conditions of Sale.

Judging by the reports of other provincial law societies, members of this Society do not appear to make as wide a use of the Society's Conditions of Sale as in other districts.

It is felt that in many cases of sales by private treaty members might adopt the printed form of conditions in preference to preparing a typewritten agreement for sale, and the Committee would therefore commend to members the use wherever possible of The Law Society's form, which may be obtained from either the librarian or the secretary of their Society.

Poor Man's Lawyer.

The solicitors serving on this rota continue to give their assistance willingly and during the past year have advised in over 1,000 cases.

The work, which is very interesting, brings one in touch with the problems confronting the man in the street and the guidance which is given is always appreciated.

The work is carried on at the following centres : The Council of Social Service at St. James Street, The Rutland Hall Settlement and the Victoria Hall, and solicitors attend those centres on Fridays, Wednesdays and Tuesdays respectively.

The secretary of the committee is Mr. L. S. Hiller.

Poor Persons Procedure.

During the year 131 applications were received, and 15 were pending at the end of 1935, making 146 altogether. Of these, 67 were granted, 46 refused, one transferred to another committee, 19 were otherwise dealt with and 13 were waiting at the end of the year.

The work is proceeding satisfactorily and the difficulty in obtaining counsel referred to in the last report has been removed. The number of applications continues to be about the same and mostly relate to matrimonial causes.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve that the honour of Knighthood be conferred upon Mr. Justice Simonds, in virtue of his appointment as a Judge of the High Court of Justice, Chancery Division.

The King has been pleased to approve the appointments of Mr. Uma Shankar Bajpai and Mr. Ganga Nath as Puisne Judges of the High Court of Judicature at Allahabad, with effect from 1st April.

It is announced by the Colonial Office that His Majesty the King has been pleased to approve the appointment of Mr. Wilfrid Murray Wigley, O.B.E., Puisne Judge, Leeward Islands, to be Chief Justice of that Colony on the retirement of Sir James Stanley Rae.

The Colonial Office announces the following appointments and promotions in the Colonial Legal Service :—

Mr. J. Whyatt, appointed Assistant Crown Solicitor, Hong Kong.

Mr. M. C. Greene, President, District Court, Cyprus, appointed Puisne Judge, Palestine.

Mr. J. J. Hayden, Official Receiver and Registrar of Trade Marks and Patents, Hong Kong, appointed Puisne Judge, Kenya.

Mr. W. K. Horne, Puisne Judge, Kenya, appointed Puisne Judge, Straits Settlements.

Mr. A. Phillips, District Officer, appointed Crown Counsel, Kenya.

Master E. A. Jelf has succeeded Sir George Bonner, who has retired, in the office of the Senior Master in the King's Bench Division of the Supreme Court of Judicature and of the King's Remembrancer. Master Jelf was called to the Bar by the Inner Temple in 1893.

The Master of the Rolls has appointed Mr. John Horridge to be a Master in the King's Bench Division of the Supreme Court of Judicature to fill the vacancy among the Masters caused by Sir George Bonner's retirement. Mr. Horridge was called to the Bar by Lincoln's Inn in 1922.

The Minister of Agriculture has appointed Mr. H. J. Wallington, K.C., to be a member of the National Mark Committee, which was appointed under the Agricultural Produce (Grading and Marketing) (General) Regulations, 1928.

Mr. Alfred James Long, Barrister-at-Law, has been appointed Recorder of Smethwick, in succession to the late Mr. John Wylie. Mr. Long was called to the Bar by Lincoln's Inn in 1915.

Mr. John C. Davidson, K.C., who has represented Mid Armagh in the Northern Ireland Parliament for eleven years, will be the new Chairman of Ways and Means of the Ulster Commons.

Mr. R. S. Bishop, solicitor, of Bradford, has been selected for the post of Town Clerk of Pudsey and Clerk to the Borough Justices. Mr. Bishop was admitted a solicitor in 1921.

Mr. Patrick McCall, Junior Assistant Solicitor, Hackney, has been appointed Junior Assistant Solicitor to the Dorset County Council.

Notes.

Thomas Skinner & Company announce that "The Stock Exchange Official Year Book," 1937, will be published on 25th March.

An Ordinary Meeting of the Medico-Legal Society will be held at Manson House, 26, Portland Place, W.1, on Thursday, the 18th March, at 8.30 p.m., when a paper will be read by

Professor Dame A. Louise McIlroy, M.D., D.Sc., D.B.E., on "Phobias and Obsessions." Members may introduce guests to the meeting on production of the member's private card. Arrangements have now been made for the provision of light refreshments at the conclusion of each meeting.

The next examination of candidates for admission to the Society of Incorporated Accountants and Auditors will be held on 3rd, 4th 5th, and 6th May, 1937, in London, Manchester, Cardiff, Leeds, Glasgow, Dublin, Belfast, Cape Town, Johannesburg and Durban. Women are eligible under the Society's regulations to qualify as Incorporated Accountants upon the same terms and conditions as are applicable to men. Particulars and forms are obtainable at the office of the Society, Incorporated Accountants' Hall, Victoria Embankment, London, W.C.2.

At the Annual Meeting of the Legal & General Assurance Society Limited, to be held on the 20th April next, the directors will recommend payment of a final dividend of 5s. 6d. per share, and a bonus of 2s. per share, both free of tax, in respect of the year 1936, and payable on the 1st July, 1937. They will also recommend payment on the same date of a special centenary bonus of 5s. per share, free of tax. It is further proposed to capitalise a sum of £50,000, equivalent to 5s. per share, in paying up that amount of uncalled capital, making each £5 share £1 5s. paid. After the 1st July next, a further resolution will be submitted to the shareholders for sub-dividing each of the present £5 shares into five £1 shares (5s. paid).

Mr. Justice Simonds, the new Judge of the Chancery Division, took his seat in Court for the first time on the 5th March, says *The Times*. He was welcomed by the Solicitor-General (Sir Terence O'Connor, K.C.), who said: "May I venture to express to your Lordship on behalf of all your recent colleagues at the Bar our heartiest congratulations at your Lordship's elevation to the judicial Bench, and the hope that your Lordship will be as happy there as we know you will be successful." Mr. Justice Simonds, in reply, said: "I am more gratified than I can tell you by the kind words in which you have addressed me. I shall do my best, with the assistance and good will of the Bar, to come up to the expectations which you have so kindly expressed."

MEMORIAL TO THE LATE MR. H. B. CAHUSAC.

A bronze memorial, designed by Mr. Hamilton Buchan, and erected by the whole staff of The Solicitors' Law Stationery Society, Limited, to the memory of their late Managing Director, Mr. H. Basil Cahusac, was unveiled on Tuesday, 9th March, by the Chairman of the Society, Sir Bernard E. H. Bircham, G.C.V.O.

The memorial, occupying a prominent position inside the main entrance to Oyez House, in Fetter Lane, forms a fitting tribute to a man who throughout forty years' unremitting service was held in much esteem and affection by all who came in contact with him.

Court Papers.

Supreme Court of Judicature.

Date.	Emergency Rota.	Appeal Court No. I.	Group I. Mr. Justice Eve. Witness Part I.	Group I. Mr. Justice Bennett. Witness Part II.
	Mr.	Mr.	Mr.	Mr.
Mar. 15	Hicks Beach	Ritchie	*More	*Hicks Beach
,, 16	Andrews	Blaker	*Hicks Beach	*Andrews
,, 17	Jones	More	*Andrews	*Jones
,, 18	Ritchie	Hicks Beach	Jones	*Ritchie
,, 19	Blaker	Andrews	Ritchie	*Blaker
,, 20	More	Jones	Blaker	More

Date.	Group I. Mr. Justice Crossman. Non-Witness	Mr. Justice Clauson. Non-Witness	Group II. Mr. Justice Luxmoore. Witness Part II.	Mr. Justice Farwell. Witness Part I.
	Mr.	Mr.	Mr.	Mr.
Mar. 15	Andrews	Blaker	Ritchie	*Jones
,, 16	Jones	More	Blaker	*Ritchie
,, 17	Ritchie	Hicks Beach	More	*Blaker
,, 18	Blaker	Andrews	Hicks Beach	*More
,, 19	More	Jones	Andrews	*Hicks Beach
,, 20	Hicks Beach	Ritchie	Jones	Andrews

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 18th March, 1937.

	Div. Months.	Middle Price 10 Mar. 1937.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	108⅜	3 13 7	3 7 10
Consols 2½%	JAJO	76xd	3 5 9	—
War Loan 3½% 1952 or after	JD	102	3 8 8	3 6 8
Funding 4% Loan 1960-90	MN	111⅛	3 11 9	3 5 7
Funding 3% Loan 1959-69	AO	95½xd	3 2 10	3 4 7
Funding 2½% Loan 1956-61	AO	87⅛xd	2 17 2	3 5 2
Victory 4% Loan Av. life 23 years	MS	108¾	3 13 7	3 8 10
Conversion 5% Loan 1944-64	MN	115	4 6 11	2 9 2
Conversion 4½% Loan 1940-44	JJ	107	4 4 1	2 19 6
Conversion 3½% Loan 1961 or after	AO	100⅛	3 9 8	3 9 5
Conversion 3% Loan 1948-53	MS	100	3 0 0	3 0 0
Conversion 2½% Loan 1944-49	AO	97	2 11 7	2 16 0
Local Loans 3% Stock 1912 or after	JAJO	88xd	3 8 2	—
Bank Stock	AO	345½	3 9 5	—
Guaranteed 2½% Stock (Irish Land Act) 1933 or after	JJ	77½	3 11 0	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	88	3 8 2	—
India 4½% 1950-55	MN	111	4 1 1	3 8 8
India 3½% 1931 or after	JAJO	89xd	3 18 8	—
India 3% 1948 or after	JAJO	76xd	3 18 11	—
Sudan 4½% 1939-73 Av. life 27 years	FA	112	4 0 4	3 15 8
Sudan 4% 1974 Red. in part after 1950	MN	111	3 12 1	3 0 5
Tanganyika 4% Guaranteed 1951-71	FA	109	3 13 5	3 3 10
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	105	4 5 9	3 8 0
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	89½	2 15 10	3 5 0
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	106	3 15 6	3 10 11
Australia (C'mm'nw'th) 3% 1955-58	AO	93	3 4 6	3 9 2
Canada 4% 1953-58	MS	107	3 14 9	3 8 6
*Natal 3% 1929-49	JJ	99	3 0 7	3 2 0
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
New Zealand 3% 1945	AO	96xd	3 2 6	3 11 9
Nigeria 4% 1963	AO	112	3 11 5	3 6 5
*Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	102	3 8 8	3 6 8
*Victoria 3½% 1929-49	AO	99xd	3 10 8	3 12 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	91½	3 5 7	—
Croydon 3% 1940-60	AO	96½xd	3 2 2	3 4 4
Essex County 3½% 1952-72	JD	104½	3 7 0	3 2 8
Leeds 3% 1927 or after	JJ	88	3 8 2	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	100xd	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	75½	3 6 3	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	85	3 10 7	—
Manchester 3% 1941 or after	FA	88	3 8 2	—
Metropolitan Consd. 2½% 1920-49	MJSD	96	2 12 1	2 18 0
Metropolitan Water Board 3% "A" 1963-2003	AO	86xd	3 9 9	3 11 0
Do. do. 3% "B" 1934-2003	MS	88	3 8 2	3 9 3
Do. do. 3% "E" 1953-73	JJ	95	3 3 2	3 4 9
Middlesex County Council 4% 1952-72	MN	109	3 13 5	3 5 5
* Do. do. 4½% 1950-70	MN	110½	4 1 5	3 10 8
Nottingham 3% Irredeemable	MN	87½	3 8 7	—
Sheffield Corp. 3½% 1968	JJ	103½	3 7 8	3 6 4
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	103	3 17 8	—
Gt. Western Rly. 4½% Debenture	JJ	113½	3 19 4	—
Gt. Western Rly. 5% Debenture	JJ	124½	4 0 4	—
Gt. Western Rly. 5% Rent Charge	FA	120½	4 3 0	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	118½	4 4 5	—
Gt. Western Rly. 5% Preference	MA	109½	4 11 4	—
Southern Rly. 4% Debenture	JJ	102½	3 18 1	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	107	3 14 9	3 11 6
Southern Rly. 5% Guaranteed	MA	119½xd	4 3 8	—
Southern Rly. 5% Preference	MA	107½	4 13 0	—

*Not available to Trustees over par.

‡In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

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